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## Hawaiian Gazette.

SEMI-WEEKLY.

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**222 KIKIING**  
AT GAZETTE OFFICE.

## ENTIRE STOCK WAS DESTROYED BY FIRE

B. F. Ehlers & Co., Lose Their Goods Thursday Morning.

SMOLDERING FOR A LONG TIME.

Alarm Turned In by an Advertiser  
Boy—Stock Insured for \$20,000  
No Blaze but Plenty of Smoke—Band  
Boy Falls Through the Roof, Etc.

At about 4:45 yesterday morning the fire whistle sounded "4" and proved to be at Ehler's dry goods store on Fort street and in the center of the business section of the city.

The alarm was turned in at 4:35 a. m. by George, a paper carrier who had just left the "Advertiser" office with a bunch of papers. He was inserting of these under the makai door of Ehler's store when he detected smoke coming out. He ran to No. 2 engine house and turned in the alarm.

The fire department was on the scene soon later. The two front doors were broken in and immediately great volumes of smoke came pouring out. Streams of water were set to work but the firemen could advance only a few feet inside the doorway on account of the suffocating smoke, this fact rendering it impossible to do anything else than throw the water about blindly.

However, when the fire was a little under control, men were able to get further in and then the fire department got in some good work.

The iron shutters on the windows and the large back door were securely locked from the inside and the fire which seemed to be confined to the makai back corner could not be reached effectively.

Flames were seen to dart occasionally from under the roof over this corner which seemed to be the seat of the fire and, after the inside of the store had been completely flooded with water, a hole was made in the roof and with the assistance of two volunteers, the firemen succeeded in getting a stream of water into play.

From this incident begins the quenching of the fire. The streams from below, in company with the one from above, were too much for the flames.

As the water was being played in from the hole in the roof and while the firemen, Charles Crane and Louis Arnaud of the Hawaiian band were standing on the boards constituting the ceiling of the store, one of the number broke and Arnaud fell to the floor below. For over a minute there was no answer to the calls from the men above and G. J. Boisse, a pressman employed at this office, pulling open the iron shutters on the makai side, which although appearing tightly closed were only lightly so, he broke open the window.

By this time Arnaud answered and he soon bobbed up serenely out of the smoke, water and ashes with his hat and right shoe gone, his right trousers' leg torn and with himself soaked to the skin.

At about 7 o'clock the flames were extinguished and nothing but a smoldering mass of dry goods remained to tell the story. Throughout the whole incident there was a remarkable lack of flames, the dense volumes of smoke being almost the only proof that a conflagration was in progress.

The following fire jury was appointed and at about 8 o'clock began its work of investigation: L. C. Ables, E. F. Bishop, J. A. Gilman, W. F. Allen and Henry Davis.

With them at the investigation were Theodore Hoffman, Superintendent of the Hawaiian Electric Company, and Messrs. George Gran and C. Boisse, representing Hackfeld & Co., Agents for the Trans-Atlantic and North German Insurance Companies of Hamburg.

Mr. Hoffman with Joe Gilman followed the electric light wire from the top of the makai front door to the makai back corner of the store where the fire is supposed to have originated. Up to this place the wires were in perfect condition with the insulation intact, but at the spot where the fire was hottest, the insulation had been burned away.

An examination of the corner spoken of above showed that the ceiling and parts near it had been much more badly burned; that there was still visible a trap door which had not been used since Mr. W. I. Warriner had gone up to examine the wires about a fortnight ago, and that the appearance of the whole interior would lead almost anyone to suppose that the fire had gradually spread along the ceiling, that sparks had dropped upon the combustible material below and that this had been the cause of so general a burnout.

A fire inquest was held in the Marshal's office at 2 o'clock and statements of employees and others were obtained. Joe Prietas, clerk in Ehler's employ, sworn. Have been employed by B. F. Ehlers & Co. for past five months; was there Wednesday; left at 5 o'clock. I sell goods. Sometimes I assist in delivering. The sweepings are put in the rubbish box outside and a man takes them away; the brooms, water pot, salesmen's coats and some rags are kept in the corner near the wash stand.

Kerosene is kept in the dressmaking department. Left the store at 5 o'clock Wednesday night and closed the door facing the dressmaking department. Sam Nott closes the door outside and Anton Fernandez opens it in the morning. Went to Harmony Hall that night, to the entertainment; retired a few minutes before midnight. Heard the whistle blow but did not get up, because I thought it was the steamer. My father called me and told me there was a fire, but I said it was the steamer. Did not come down town until 7 o'clock in the morning. When I got to Emma Square a boy told me the store was on fire. Do not carry matches or tobacco in my pocket. When I smoke it is a "next" that some boy gives me. Salesmen do not smoke during the day. There are no oily rags kept there; clean the windows with sand and clean soiled gloves with velvet, nothing else. Anton Fernandez sworn. Have worked for B. F. Ehlers & Co. for the past year; left the store at 5 p. m. Wednesday; was the first to leave. Am not assigned to any particular department of the store. The shoe brush and rags used in cleaning the windows are kept in the makai corner. Have seen a light glass bottle filled with liquid there also; could not tell what it contained; it was full and corked up. Greasy rags were not kept there. Salesmen's coats hung there. First noticed the bottle after I went to work there. The coats were light material and were worn by the clerks when the weather was warm. Clerks are not allowed to smoke during the day. Goods are brought into the store by the front door and draymen do not linger around the place. The makai door is generally open, but the inside door is closed.

Theodore Hoffman, Superintendent of Electric Light Co., sworn. Am an electrician and familiar with the details of wires in Ehlers & Co.'s store. The material used was the very best and the lights were protected by a fuse. There were thirty-four lights in the store. When wires went through wood they were bushed with rubber. The inspector visited the place between the 13th and 16th of July; reported four bushings out at the entrance and said the fuse was a little heavy. Examined premises this morning and am positive the electric wiring had nothing to do with the fire. Where the fire was the worst there were no lights. Each light was protected by its own fuse. The store was wired in November or December, 1894, and has all modern improvements in electric lighting apparatus. If the fire had been worst where the lights were, the wires would have shown it, as whenever wires touch they would melt. (To a jurymen): If there had been a short circuit we would not have known it at the works, as it would have blown the fuse over the door; but if the fire had been such as to have burned out the front of the building we would have known it at the works. So far as the lamp sockets were concerned, there were no defects. The smallest wire used in the store was perfectly safe with a 15-ampere fuse. Believe the fire originated from below, near the washstand. The store was wired by Mr. Goodman, at present bookkeeper for the Hawaiian Electric Co. He was formerly the foreman and did the wiring. Spoke to him about the fire this morning; he had not seen the building since the fire, but gave it as his opinion that the fire broke out near the washstand, as when he wired it there was a lot of rubbish there.

W. I. Warriner sworn. Have not seen the store of Ehlers & Co. since the fire. Inspected the wires first week in July. Am electrical inspector for the Board of Honolulu Underwriters. The place was inspected at the request of H. Hackfeld & Co., and found the place wired in accordance with the rules of the Board of Underwriters. The rules of the board provide for fuse not stronger than 12 amperes. As the Electrical Company does not use that size, I provided for the use of two No. 15 amperes. In my opinion there is not a shadow of probability that the fire started from the electric light wiring. When I examined the premises the bushings were good except in the place over the door, but the holes were large and the defects were of minor importance. Cannot say that if the fire originated at the point where the defects were that the evidence would be noticeable after the fire. The wiring of the premises was done in an excellent manner and was above the average. I considered the place a first-class risk. Cannot see how it is possible for the fire to have originated in the electric wires.

As will be seen from the above testimony nothing tangible can be gathered regarding the origin of the fire. The testimony which will be presented at the completion of the fire inquest today may throw some light on the matter.

There are many theories abroad regarding the origin of the fire very popular among which is a match-chewing contest on the part of some rats. Lieutenant Needham, who passed by the Ehlers' building on the way to the Police Station at about 3:45 a. m., says there were no signs of fire at that time.

The stock consumed by the fire and valued at about \$35,000 was insured for \$20,000 in the Trans-Atlantic and North German Insurance companies of Hamburg, of which H. Hackfeld & Co. are the Honolulu agents.

After the good work of the fire department in keeping the fire within bounds and putting it out so promptly it is too bad to have to record an accident to Fireman Carlsen of the chemical engine company who was badly cut about the hands and one wrist by falling glass. He was taken to the hospital where his wounds were dressed. He was visited by Chief Hunt in the afternoon and was found very weak from loss of blood.

## CAPTAIN JOHN GOOD PLEADS NOT GUILTY TO CHARGES.

Band of Mosquito Fighters Fill The Great Hall.

FLAWS CAUSE LONG DELAY.

Two Witnesses Testify Against the Prisoner—The Riot Drill Didn't Suit Captain Good—Considered the Colonel a Sailor and Not a Soldier.

The sole object of interest to the military and to a good many who are not members of the guards was the court martial of Captain John Good, Jr., of Company E, N. G. H., last night. But the proceedings were slow, and at times the members of the court looked as though they would welcome an adjournment with open arms.

The evidence was not in the least sensational, and many persons left the hall when they learned that the prisoner had not made an effort to organize a company for the purpose of overturning the Government, and that the charges were based mainly upon the fact that he preferred a soldier to a sailor as the head of the army, and with this preference in his mind denounced the riot drill in terms more forcible than elegant.

The long delay in getting permission from Minister of Foreign Affairs Cooper to amend the charges wore on the court and the audience, and wearing caused them to lose the lustre of their eyes and nourish a desire for strength to kill the mosquitos which infested the room.

Judge Advocate Kinney felt that he was not responsible for the errors of the man who compiled the laws contained in a little pamphlet which was to govern their actions, and as a mistake was made he would not argue.

### CAPTAIN GOOD ARRIVES.

At 7:50 Captain Good, well groomed and with every indication of being well fed, entered the great hall, accompanied by Captain Ziegler. After saluting the officers of the court with the stateliness of an officer of the old line, he took a seat at the side of his attorney Hon. A. G. M. Robertson. After the usual questions as to any objections the prisoner might have to the personnel of the court, Judge Advocate Kinney swore in the interpreter, B. L. Marx and afterwards Lieut. Col. Fisher swore in the members of the court. The charges were then read, the prisoner remaining in a standing position.

### THE CHARGES.

CHARGE AND SPECIFICATIONS PREFERRED AGAINST

Captain John Good, Company "E," First Regiment, N. G. H.  
Charge—Conduct unbecoming an officer.

Specification First:  
That Captain John Good, Company "E," First Regiment, N. G. H., did address a large number of the men of his company, in the company's office, as follows: "The pay and allowance are cut down, our services are not appreciated by the Government, and we ought to do as little as we can for the money. I'm going to do ten per cent less work, and I would desire you to do the same," or words to that effect.

This at the Executive building on or about the 1st day of May, 1896.

Specification Second:  
That Captain John Good, Company "E," First Regiment, N. G. H., did use language of a similar character to Lieutenants Coyne, Ludewig and Schaefer. This at the officers' mess room, on or about the 1st day of May, 1896.

Specification Third:  
That Captain John Good, Company "E," First Regiment, N. G. H., did use language of a character similar to that set forth in the first specification to various members of his company on a number of occasions within a week or so of May 1st, 1896.

Specification Fourth:  
That Captain John Good, Company "E," First Regiment, N. G. H., did, while drilling his company on the regimental parade ground, conduct himself in a manner unbecoming an officer and a gentleman, speaking to his men in a highly disrespectful manner of his commanding officers, and did make use of the following words in reference to the riot drill, viz.: "This ——— half ——— sailor drill; if they wanted to get somebody at the head of the regiment, why in ——— didn't they get a military man, not a sailor. We won't go through this half ——— drill of the Colonels," or words to that effect. Sneering language of like import was used on several occasions, but this last principally on or about June 19th, 1896, at Honolulu, on the regimental parade ground.

Specification Fifth:  
That Captain John Good, Company "E," First Regiment, N. G. H., did, on

the occasion of the grand parade on July 4, 1896, yell at his men at the top of his voice, as follows: "—— you, guide right!" to the scandal of everybody in the vicinity.

This on Miller street on the morning of July 4, 1896.

Specification Sixth:  
That Captain John Good, Company "E," First Regiment, N. G. H., did, on or about May 24, 1896, against the members of the First Regiment, N. G. H., responsible for the care of the field pieces in the Executive grounds, cause the charge of carelessness in guarding the field pieces to be communicated to the Commander-in-Chief, President Dole, and caused such charge to be based upon representations known at the time to Captain Good to be false and misleading, to-wit: The representation that a certain sight of one of the field pieces had been secretly abstracted from one of the said field pieces by a party unauthorized so to do, while guard was supposed to be kept over the same, and by the representation that a certain sight mailed to the Commander-in-Chief on or about the 24th day of May was the sight alleged to have been abstracted aforesaid.

Specification Seventh:  
That Captain John Good, Company "E," First Regiment, N. G. H., did, on or about May 24th, 1896, against the members of the First Regiment, N. G. H., responsible for the care of the field pieces in the Executive grounds cause the charge of carelessness in guarding the field pieces to be communicated to the Commander-in-Chief, President Dole, and caused such charge to be based upon representations known at the time to Captain Good to be false and misleading, of the representations contained in an anonymous letter mailed to the Commander-in-Chief, President Dole, on or about 24th day of May, the contents of which letter is as follows:

"I herewith return to you a 'gint of one of the large guns in the shed in the Executive grounds. I was passing last Friday night and heard the hail of the sentries, and thought I would give you a little object lesson and show you how carelessly guard was kept over the Government property. I went in over the Likeliest street fence and went to the shed and took out the sight and went out. I could have taken in 200 men as easy as I went in. I could have disabled every gun in the battery. Such gross carelessness should not be allowed."

"A Friend of the Government"  
R. H. McLean, Colonel Commanding First Regiment, N. G. H.

### COUNSEL OBJECTS.

Attorney Robertson wished to remind the court that the amended charges as read had never been served on the prisoner. He would waive that, however, and object to the wording of the charges which read "conduct unbecoming an officer." There is no such charge in the history of military law, but there is one which reads "unbecoming an officer and a gentleman." Mr. Robertson read extracts from the law on this matter in support of his objection. "Under the ruling," he said, "of the secretary of war there can be no such offence as that charged in the bill of specifications."

Judge Advocate Kinney read the ruling and gave his interpretation of the law governing military trials in Hawaii. In his belief the law did not provide for any statement of offences. "We fall back on the simple proposition that there are certain things which we know to be in violation of his duty as an officer. The first question for you to decide is whether there is a specific creation of the offence mentioned. He contended that there was not. The law merely says that we shall have cognizance of certain offences."

Attorney Robertson submitted that if the law did not create the offence then there were no offences which could be tried by any court martial. He defined clearly the law as provided in the statutes and contended that there was no such offence as the one charged in this law. If the offences are not to be found in the authority he submitted that there were none to be tried.

### COURT RETIRES.

Judge Advocate Kinney said he would not argue the point and Lieut. Col. Fisher announced to the court and audience that he would follow the precedent established by the court martial held here in the past, and when the court wished to deliberate instead of clearing the room he and the other member of the court would retire. As these were questions that would require deliberation the court would now retire.

On returning the Lieutenant Colonel announced that the court had decided to abide by Windthron in the conduct of the trial which provides that "amendment cannot be made by the Judge Advocate to any complaint without due authority from the convening commander."

The court had decided that the charge was incomplete and they would be referred back to the Minister of the Interior who is in this instance the convening officer.

Judge Advocate Kinney then asked that a recess of ten minutes be granted him in order that he might communicate with the minister and learn his wishes in the matter. This ten min-

utes' recess extended over three-quarters of an hour at the end of which authority was brought for amending the charges to read "conduct unbecoming an officer and a gentleman."

Captain Good plead not guilty to each charge read by Judge Advocate. Testimony was then taken.

### THE FIRST WITNESS.

A. P. Stanope was the first witness called and was sworn by Judge Advocate.

"Am Sergeant of Company E. First duty sergeant, remember when announcement was made reducing salaries of men in the regiment. Capt. Good made the announcement to men drawn up in line in the basement. When it was over he made a speech saying that he would do all he could for the men in the way of clothing allowance. Captain Good made remarks a day or two after this, May 1st, I think, in the office. He had about twenty men picked out to shoot in the match for the rifle. Said he did not think it advisable to put in a team as the government would give them no thanks for it. Captain Good made quite a speech at the time, but I cannot remember just what he said. On one occasion he said he had spent a great deal of time and money in getting the company up to the present standard, but he could not afford to spend any more money on it now. He told me once that he would not advise the men to practice for the present at any rate. Remember when the riot drill was introduced by Col. McLean. Remember in June last hearing Captain Good passing remarks about the sailor drill. Spoke derogatively of the drill. Made these remarks during the riot drill. Said he did not blame us for making mistakes in it and we would do as little of it as possible. Cannot remember how many times I have heard Captain Good refer to Col. McLean as a sailor and not a military man. Remember the 4th of July parade, heard Captain Good use strong language to the men on an order to 'guide right.' Remarks were made in a tone loud enough to be heard on both sides of the street."

### ROBERTSON QUESTIONS.

Cross-examined—Fix the date of a meeting in the company office regarding the shooting match by the date of the reduction in pay of non-commissioned officers and it was on this same day. The object of calling us together was to say that we had not been treated right and we need not compete. Captain Good gave his own opinion and asked the men theirs. Don't remember whether there men who agreed with him. Was not a member of the team so he did not ask me. Don't remember exactly what Captain Good said as it was a long time ago. Don't remember whether he said anything about spending any money for practice. We are required to shoot ten rounds each month; am not a good shot and not qualified to say whether this was enough; should not think it was. I was never present at another meeting if one was held. Men usually shot in their own time; do not remember of other men doing the duty of the marksmen when they were away. The remarks made by Captain Good did not apply entirely to the target shooting, at least I do not think so. Captain Good has been no less strict since the reduction of pay.

### THE CAPTAIN ERRATIC.

Consider Captain Good a changeable man, strict one week not at all the next and unusually so the following week. Has been more changeable than usual since the arrival of the Colonel. Prizes were offered the men to keep up to the standard. Captain Good once gave \$15 as a prize for this. He gave this prize last year; do not remember of his offering any prizes this year. First spoke to us after the reduction was made; told us to put the man on guard who had been detailed to load ammunition. The effect of this would be that men who wanted to practice would have to buy their own cartridges. Riot drill is not in book of tactics; do not remember seeing any orders calling for a riot drill. Am not an expert in tactics; cannot say much about the riot drill. As a sergeant I know that the riot drill is something separate. Do not know where it originated; was not a soldier until I came to this country. Never saw anything in a book referring to this riot drill.

### EFFECT OF REMARKS.

Cannot fix the date of any remarks made against the drill by Captain Good, they got to be so common that they went in one ear and out the other. The last time was in June when we were practicing for the Fourth of July parade. Some of the men would pick the drill up quick, others would be slow. Remarks would usually be made as the drill began. Don't think the riot drill interfered with the ordinary drill; some men might be forgetful, I was a right guide in the drill and could not see any mistakes that were being made by men in the rear. Have no idea how long the ship's bell has been in use at the Bungalow. Referring to the Miller street episode I do not remember whether the company was guiding to me or I to the company. Captain Good was addressing some one when he used the profane language.

### CORPORAL NEELEY.

Corporal Neeley sworn: Have been a member of Company E for two years; remember official announcement of reduction of pay. Said it would not materially affect the enlisted men as it was directed principally to the men. He remarked at the time that our services were evidently not appreciated



by the government in view of the fact that pay and allowance had been reduced, and if we did shoot we would not have his sympathy. At Captain Good's request I went among the men who had entered for the competitive shoot to ascertain how many would be willing to enter the match.

The result of Captain Good's remarks was a total falling off of interest in target practice and the general dissatisfaction which would naturally follow.

#### OBJECTIONS OVERRULED.

Objections were offered by Attorney Robertson to a line of questions leading up to what the opinion of the men was after Captain Good had made remarks regarding the action of the Government in reducing salaries.

The judge advocate asked for a ruling and Lieut. Col. Fisher allowed the question.

Witness said a majority of the men refused to shoot on account of the reductions and because Captain Good was not going to shoot. Reported back the sentiments of the men to Captain Good, who said that as far as shooting went Company E could win the rifle if it wished. The riot drill did not meet with favor with Captain Good, and whenever anything went wrong he would make uncomplimentary remarks regarding it. He made no effort to conceal his disgust of the riot drill. Men neither encouraged him to make remarks against the drill, nor did they participate in them. As far as I know there were no refusals from the men to learn the riot drill. Not more than to any other drill.

#### THE BEST SHOT.

Cross-Examined. Am supposed to be one of the best shots in the company. Don't remember that I was in practice for the competitive rifle shoot; generally kept in practice. Had no stated days for rifle practice and went when we wanted to. I usually went out three or four times each week. Other men did not perform our duties when we went shooting; we merely changed posts. Captain Good questioned the men individually as to their wishes regarding the shoot. I decided to shoot until I found we could not get a team; those who were willing to shoot were not the best of shots. Remember Captain Good offering a cash prize to encourage shooting. Prizes were offered to men scoring to a certain point. Drills did not slacken up after the reduction of pay. Never noticed that the riot drill had any bad effect on the men when they were going through the infantry drill.

Court adjourned until this evening at 7:30.

Owing to the fact that one of the members of the court had a home to pick with a mule, the court martial proceedings against Captain Good did not begin promptly at 7:30, as President Fisher had announced. At 7:45 the court convened and Judge Advocate Kinney read the minutes of the previous night's session.

Sergeant William Carlyle was the first witness called and sworn.

Remember when the announcement by Col. McLean of the reduction of pay was made, and his assurance that he would do what he could to make it easier. Captain Good spoke of the company shoot in connection with the reduction of pay. The team was not formed for the reason that the men took no interest in the competition because Captain Good did not. Good talked to members of the company in the office; not to me individually, because I am not a good shot. Remember when Col. McLean introduced the riot drill, Captain Good frequently referred to it as the sailor drill. Presumably he called it a sailor drill because Col. McLean introduced it, and it was generally understood that the Colonel had been on a man-of-war. Cannot remember how often these remarks were made; they were common before we had parade, and whenever we had drill. The remarks generally followed a mistake made by the men while drilling. Command to "order arms" was sometimes carried out by a charge bayonets, and on that occasion remarks were made by the Captain regarding the sailor drill. The impression of the men seemed to be that Captain Good did not consider the Colonel was capable of filling his position. These remarks were made by the Captain during the drill. Cannot remember any other remarks.

Cross-Examined: Men were called into the office by Captain Good in order to ascertain the feeling of the men as to the competitive shoot. He asked the men their wishes on the subject. Remember Corporal Neeley going among the men; did not come to me personally, as I was not a member of the team. Captain said he would not go into the shoot. Understood the money to purchase extra ammunition came from the canteen. Do not know that money for cash prizes came from Captain Good's pocket. Do not remember the amount of Captain Good's subscription to the fund to take home a member of the company named Carlson; know it was a larger sum than was donated by any one else. Was not in the room all the time the men were there with the Captain, as I was on duty in the hall. At this meeting he spoke of the reduction in pay and expense of keeping up the shoot. Spoke of increase in personal expenses and mentioned his daughter as going to school at Los Angeles. Remember that Captain Good's own reloading tools were in use by the company. There has been no reduction in the drill by the company. Never saw the sailors or the blue-jackets go through the riot drill. Know they came ashore from the ship. I took the term "sailor" in connection with the drill to mean Col. McLean. If I had known it was a sailor drill, would not have taken Captain Good's remarks to allude to Col. McLean. Don't know where the tactics introduced by the Colonel came from.

Private Miller called and sworn. Remember the time Captain Good called us to the office and prefaced his remarks by saying the Government apparently had the same opinion of us as of common prostitutes—a necessary evil. Had stock phrases which he used

in referring to the drill; they were so frequent and common that I could not remember the date; heard them in June and July of this year. Have heard Captain Good remark that if the Government wished to have a man over us it would be better to have a soldier than a sailor. Frequently in giving orders he would preface his command with the remark, "According to the latest interpretation." The general impression among the men was that Captain Good did not consider Col. McLean qualified to fill the position. Remember Captain Good used violent language in relation to some member of the company who had made a mistake in guiding right.

Cross-Examined: Men were allowed ten rounds of ammunition each for target shooting, and anything over that the men would have to furnish; always understood that money for this came out of the canteen. Captain Good's own reloading tools were used by the company. Heard Captain Good say he had been doing a lot of extra duty without orders, but in the future he proposed to do as little as possible. He had been speaking of the shoot when he made this remark. Captain Good may have referred to the extra expense he had borne in keeping up the target practice. Remember Captain Good offering cash prize for shooting; could not say whether he did it more than once. Remarks on the riot drill I considered were against the Colonel. He spoke of the "sailor drill of the Colonel's" so often that it would be impossible to state any particular time. Have heard him say that "if the Government wanted to put a man over us they should put a soldier instead of a sailor." This remark was not so common as his reference to the sailor drill. It would be impossible to estimate the number of times he referred to the drill as I have stated; he made no bones of it; it was a common thing, and he would make the remark in the hall, on the stairs, in the yard, on the parade ground, and wherever else it suited him. I inferred from the remarks made by Captain Good that he did not consider Col. McLean qualified to fill the position. Captain Good once notified us that we would be required to form in single rank drill instead of double, and that he did not know how they would drill in that way, as there was nothing in the tactics concerning a single rank drill, and, strange to say, there was no interpretation of it with the order. Remember the Miller street episode. I was in the first set of fours of the first platoon. There were two sets of fours. Am not on good terms with Captain Good; was reduced to the ranks by him, and gave him to understand that I did not like him.

By the Court, through Captain Kinney—When Captain Good stated that they (addressing the men) could get even with the Government by doing as little as possible, what did you understand by that? That he would do less work. Was it in reference to the target shooting, or did it impress you as referring to your general duties? To general duties.

Did Captain Good in the meeting with the members of the company, say or act in any way that would lead the men to believe that he would in any way refuse duty or encourage the members of his company to do so? That was my impression.

Did you do any less duty after the talk? Have done the same duty since the reduction of pay. We rise at 5 o'clock in the morning. That is by general order, and a man could not buck against it. Do not consider Captain Good's remarks were conducive to the good discipline of the men. I think Captain Good knew he was wrong.

By Robertson—The remark made by Good regarding less work to be done was during a conversation on shooting, but I consider that they referred to general work. Implied that he meant that he would not do any more work than he had to. Said he did not intend to do any more work, any more drilling, than he had to. He could not control the amount of work to be done by the company. He might do so for a day or two, until it got to headquarters, but not after that.

Private Buchanan. Am a private in Captain Good's company. Remember remarks made by Captain Good in reference to reduction in pay; said the Government did not appreciate our work and he did not propose to do any more than he had to. I am not sure whether it was before or after his remarks about the shoot. Speaking of the drill, he said it was a sailor's drill. It was known among the men that Col. McLean introduced the riot drill. Don't know that he ever used the Colonel's name, but he threw out references which the men believed were to the Colonel. He would begin his remarks by saying, "According to the latest interpretation of the Colonel's." Remember when the bell was put up. A few weeks ago, when we were going to the butts, Captain Good said, "He's making a ship out of this place; all we need now is a rudder." On another occasion he said: "If they give him rope enough he would hang himself." Never heard him speak respectfully of the Colonel; he always had a sneer on his face when he mentioned him. Understood the two officers were not friendly, and it was the general opinion that the two men would have to come together and there would be trouble. Remember the Fourth of July parade and the remark about guide right; it was in a tone loud enough to be heard a hundred yards.

Cross-Examined: I think Captain Good's voice is louder than the Colonel's. The meeting in the company office was regarding the shoot. From the speech he made I thought the Captain did not want us to go in the shoot. He gave us to understand that he did not want us to shoot; that is, he gave us his sentiment of it. He did not tell us we could not go in the shoot. Do not know whether they could get enough men to go in the shoot. Teams were made up by first picking out sixteen men, and then ten men out of those sixteen. Nearly all the company goes out now and again. After Captain Good made the speech, the idea of a competitive shoot by the company was by common consent abandoned. Remember Neeley asking me to shoot, and I

told him that I had wasted so much time that I did not care to bother. I would have gone into a shoot for the Marlin rifle if the majority had gone. Don't know that Corporal Neeley was sent around by Captain Good especially to ascertain the feeling of the men. Remark about the drill was made some months ago. The remark by the Captain beginning, "According to the latest interpretation," was a common one, not occasionally, but every day. Don't know that he would say, "According to the latest interpretation of the Colonel, shoulder arms." Cannot name any particular instance where this remark was made. Have heard him say, "According to the latest interpretation of the Army and Navy Journal." Believe this was in relation to the manual of arms. Riot drill came from the United States army. Is not in the tactics, but I have read of its adoption within the past few months. Never saw sailors of the Philadelphia go through the drill, and don't know that it originated in the navy. His remarks regarding the rudder applied to the whole place, not particularly to the ship's bell. When the flag was changed, the hoisting and lowering of it, Captain Good made the remark that according to the tactics it was not right. Have never had trouble with Captain Good except about two months ago regarding a pass. I was in a squad detailed to cut grass on the parade ground, and was told that the men who did this work could get a pass. When I asked Captain Good he refused, because I had not followed orders and asked for it before guard mount in the morning. I wanted to see the Colonel, but the Captain refused the permission. I then went to Captain Schaefer and related the circumstance, and he told me that Good could not refuse me, but I had better be sure I was right. Let the matter drop then and did not get the pass, but I understand it stands to my credit to be called for when I wanted it. Good never refused to make me corporal, because I never asked him. He said something about Giffard having made 80 per cent, but he did not say anything to me about mine being less. Heard from a man who used to be in the company that it was arranged between George King and Captain Good that I was never to be promoted, and knowing this I resolved never to give Captain Good an opportunity to tell me why I was not promoted to corporal. I acted for a time as corporal, but afterwards went to Captain Good and told him that if it suited him I would not act as corporal any longer. It suited him, so I have not done that duty since.

Adjourned until 7:30 this evening.

#### THE COURT DECIDES.

Justice Whiting Rules That Five Cents is the Legal Fare.

Two Cases Decided Yesterday—The Tramways Company Cannot Overcharge Passengers.

What would have been a celebrated case but which was spoiled by being promptly decided in favor of plaintiff was the case of C. W. Dickey against the Hawaiian Tramways Company.

This was the issue in which the question of the right of the defendant to charge ten cents over the line of the road from the terminus on Nuuanu to that at Punahou. The case was tried in the lower court and decided in favor of plaintiff and was then carried to the higher court which decides unanimously in favor of defendant. Following is the decision written by Justice Whiting:

A statute provided that within Judd street, the Industrial School and Punahou street in Honolulu, the fare on the cars of a street railway company shall be five cents for each passenger.

"The company prior to 1894 ran no car on a continuous trip between Judd street and Punahou, but at that time a connection was made between the cross lines so that a continuous trip was made between the above termini, for which the company charged a fare of ten cents. Held, that the legal fare was five cents and that the company was liable for a penalty for charging a greater sum of money for fare on its cars under Section 9 of Chapter 34, Session Laws 1884, providing for such penalty." Dickey and Ballou for plaintiff; Neumann and Davis for defendant.

The Court has also rendered a decision on the case of S. M. Ballou vs. Hawaiian Tramways Company, in which the judgment for plaintiff in the lower court is affirmed. The point at issue in this case was somewhat different from that in the other, as will be seen from the syllabus here given:

"Where a 'demand' or 'charge' is made for fare in excess of that allowed by law to be demanded or charged, it is not necessary to prove that the excessive fare was actually paid. In order to recover a penalty provided by statute to be forfeited by a street railway in case it should 'demand' or 'charge' such excessive fare. Held, that the evidence supported the judgment."

Last summer one of our grandchildren was sick with a severe bowel trouble. Our doctor's remedies had failed, then we tried Chamberlain's Colic, Cholera and Diarrhoea Remedy, which gave very speedy relief. We regard it as the very best medicine ever put on the market for bowel complaints.—Mrs. E. G. Gregory, Fredricktown, Mo. This certainly is the best medicine ever put on the market for dysentery, summer complaint, colic and cholera infantum in children. It never fails to give prompt relief when used in reasonable time and the plain printed directions are followed. Many mothers have expressed their sincere gratitude for the cures it has effected. For sale by all druggists and dealers. Benson, Smith & Co., Agents for H. I.

## ROBERT CATTON.

ENGINEER.

### Importer of Sugar Machinery

Steam Ploughs, Rails and Rolling Stock, Cast and Wrought Iron Piping, Coffee and Rice Machinery,

Disintegrators, "Victoria" Cream Separators.

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Import direct from the principal factories of the World.



#### THE "TROPIC"

Is a pure, unadulterated lubricator, and is fully warranted to be of the highest possible grade and to give first-class satisfaction in every particular.

A large number of mills are using it, and we are having new orders every week. Those who use it once, want it right along. The

#### ALUMINUM CANE KNIFE

Has found its way to many of the plantations on the Islands, and is spoken of in the highest terms by over-

seers and cane cutters. It is the best knife ever offered for sale here. Try it STEP IN AND LOOK AT OUR

#### "SUCCESS" FILTERS

We have a CRYSTAL ONE that shows the whole process at a glance. It is the best and easiest cleaned filter known. We will show you also our new

#### FRUIT OR MANGO PICKERS

We have a SPLENDID stock of Hardware, Ship Chandlery and General Merchandise on hand, and are adding to it by nearly every new arrival.

## E. O. HALL & SON,

Corner Fort and King Streets, Honolulu.

## JOHN NOTT,



### Wrought Steel Ranges, Chilled Iron Cooking Stoves

HOUSEKEEPING GOODS:

Agate Ware (White, Gray and Nickel-plated), Pumps, Water and Soil Pipes, Water Closets and Urinals, Rubber Hose and Lawn Sprinklers, Bath Tubs and Sinks, O. S. Gutters and Leaders, Sheet Iron Copper, Zinc and Lead, Lead Pipe and Pipe Fittings.

PLUMBING, TIN, COPPER, AND SHEET IRON WORK. Diamond Block. 75-79 King Street.

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75 Cents a Month.

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IF YOU HAVE,

Dress Him Well!

OAK-TANNED : : : HAND-MADE

## Harness!

Looks Well, Is Strong, ..... and Never Wears Out.

## FRED PHILP.

Fine Hand-made Harness a Specialty.

92 KING ST., HONOLULU, H. I.

Telephone 111. P. O. Box 133.

#### TIME TABLE

### Wilder's Steamship Company

— 1896 —

## S. S. Kinau,

CLARKE, Commander.

Will leave Honolulu at 10 o'clock a. m., touching at Lahaina, Maalea Bay and Makena the same day; Mahukona, Kawaihae and Lanai the following day, arriving in Hilo the same afternoon.

LEAVES HONOLULU.

\*Will call at Pohoiki, Puna, on trips marked.

Returning, will leave Hilo at 8 o'clock a. m., touching at Lapauhoehoe, Mahukona and Kawaihae same day; Makena, Maalea Bay and Lahaina the following day, arriving at Honolulu the afternoons of Tuesdays and Fridays.

ARRIVES AT HONOLULU.

Will call at Pohoiki, Puna, on the second trip of each month, arriving there on the morning of the day of sailing from Hilo to Honolulu.

The popular route to the volcano is via Hilo. A good carriage road the entire distance.

Round-trip Tickets, covering all expenses, \$50.

## S. S. Claudine,

CAMERON, Commander.

Will leave Honolulu Tuesdays at 5 o'clock p. m., touching at Kahului, Hanalei, Hamoa and Kipahulu, Maui. Returning, arrives at Honolulu Sunday mornings.

Will call at Nuu, Kaupo, once each month.

No freight will be received after 4 p. m. on day of sailing.

This company reserves the right to make changes in the time of departure and arrival of its steamers WITHOUT NOTICE, and it will not be responsible for any consequences arising therefrom.

Consignees must be at the landings to receive their freight. This company will not hold itself responsible for freight after it has been landed.

Live stock received only at owner's risk.

This company will not be responsible for money or valuables of passengers unless placed in the care of pursers.

Passengers are requested to purchase tickets before embarking. Those failing to do so will be subject to an additional charge of twenty-five per cent.

C. L. WIGHT, President.

S. B. ROSE, Secretary.

Capt. J. A. King, Port Superintendent, Honolulu, H. I., Jan. 1, 1896.



## POWELL'S BALSAM OF ANISEED

WILL CURE YOUR COUGH.

ALL THE WORLD OVER, THE RECOGNIZED REMEDY FOR COUGHS, BRONCHITIS, AND ALL AFFECTIONS OF THE THROAT AND LUNGS.

20,000 CHEMISTS SELL IT.

Those who have not already given it a trial should do so at once.

IN PALACE AND COTTAGE ALIKE, Powell's Balsam of Aniseed is the old and unexcelled COUGH REMEDY.

See TRADE MARK AS ABOVE ON EACH WRAPPER.

See the words "Thomas Powell, Manchester, England," on the Government Stamp.

Refuse Imitations. Established 1834.

SQUATTERS AND FARMERS WHEN ORDERING THEIR STORES SHOULD NOT OMIT THIS TIME-HONORED COUGH REMEDY.

FOR A COUGH.

POWELL'S BALSAM OF ANISEED.

FOR ASTHMA, INFLUENZA, &c.

SOLD BY CHEMISTS AND STOREKEEPERS THROUGHOUT THE AUSTRALIAN, NEW ZEALAND AND EAST AFRICAN.

Bottles 1s. 6d. and 2s. 6d.

Agents for Hawaiian Islands:

HOLLISTER DRUG CO., L.D.

BENSON, SMITH & CO.

HOBSON DRUG CO.



## WHAT THEY ARE DOING IN HILO.

Great Excitement Over the Recent Demonstration of Pole.

ORIGINAL LAKE IS INCREASING.

Honolulu Architects Will Build First Foreign Church—Designs of Plant Importation—Hilo's Pet Names. Resignation of the Port Surveyor.

(From the Hilo Tribune.)

HILO, (Hawaii), July 18.—On Saturday, about 7 o'clock p. m., news flew about town like wild fire that Kilauea was again active. About 11 p. m. of the same evening later reports were received from Mr. Lee, who had just returned from a descent to the scene of the disturbances. Signs of renewed activity were noted early Saturday evening. An investigating party was sent down into the crater and the following report was returned:

A lake forty feet by ninety feet was found in the north-west corner of the old lake. A fiery fountain about the middle of the surging lake was spouting into the air to a height of between 75 and 100 feet. The original lake has been gradually increasing in size and the fires have retained their usual fierceness.

The latest news from the Volcano was received at 5 o'clock Friday evening. Mr. Lee telephoned that the lake is constantly increasing and has already attained the respectable size of 200x300 feet. The fire was also increasing in activity and at times five or six fountains could be seen on the surface of the molten lake. Some of them reaching a height of seventy-five feet. Quite a party of ladies and gentlemen were at the Volcano Hotel. Mr. Lee is confident that the lake will grow to five times its present size before next Saturday.

At a meeting of the congregation of the Hilo First Foreign Church held last Sunday morning, the plans submitted by Messrs. Ripley and Dickey of Honolulu, for a new church including Sunday school, were accepted and work on the same will be commenced as soon as the necessary plans can be completed.

The building will be 60x65 feet, with a tower, and will be of wood with a corrugated iron roof of a low pitch, painted red, giving a tropical appearance to the exterior. The walls are to be shingled clear to the ground, which gives a rich effect.

The estimated cost is twelve thousand dollars, and it is hoped that this amount will be fully subscribed so that the new church can be dedicated free of debt.

A reporter of this paper has been informed that there are people in town engaged in importing flower and fruit plants from Honolulu. There is a law against this sort of inter-island traffic although it seems to have been shelved. It has been noticed that many foreign diseases have appeared from time to time among the different plants of the vegetable kingdom in Hilo and the surrounding country that were heretofore unknown in this island. This is no doubt due to the bringing into our midst of flower and fruit trees from districts where disease is prevalent.

From time to time Honolulu people and incidentally the papers of the petted city revel in giving Hilo all sorts of names, good, bad and indifferent. Following is a list of them which begins with: The Rainy City, Pacific Boston, Ambitious City, Greater City, The Growing Town and ever so many more. With all these nick-names they forget not that Hilo is forging ahead at a business-like rate.

Dr. R. B. Williams and Miss Ceila F. Plunkett will be married on Wednesday morning next, the 22nd inst. The marriage ceremony will take place at the residence of C. C. Kennedy, Esq. at Waiakana, and will be a private one, owing to a recent bereavement in the bride's family.

Mr. J. M. Jones has resigned from the position of Port Surveyor for the port of Hilo. He will henceforth devote his time to the supervision of his coffee estate in Oahu.

It is stated that between thirty-five and forty Government school teachers throughout the islands have sent in their resignations. In Hilo and Lanipahoehoe it is ascertained that four teachers have resigned.

Mr. W. Conradt and Mrs. Emily Stuppelbeen were married at Puna on Tuesday evening last. Rev. S. L. Desha performing the marriage ceremony. The marriage was a private one.

The sugar season will come to a close in a couple of months. The 1897

## CANDIDATE MCKINLEY'S IDEA ON ANNEXATION.

"Mr. Hammond, in talking with me on Island affairs, said that within one year Hawaii would be possibly annexed as he had just returned from the East, and while there had a personal interview with his intimate friend, Major McKinley, who said that the Islands ought to be annexed, or words to that effect."

Since the Hawaiian plank of the Republican platform was first published in this paper, discussion has been rife as to just what that plank means. The question also asked is, How does McKinley stand on the question? The above is an extract from a letter written by D. F. Thrum while in San Francisco. Mr. Hammond, with whom the conversation was held, is the San Francisco agent of the American Bible Society.

season will begin about January and will continue longer than the present one or any in the past.

Mr. Fred S. Clinton was married lately at Honokaa to Miss Bessie Rickard. Mr. Clinton is manager of the Hamakua-Kohala Telephone Co.

A new two story hotel will be built in Hilo by the Hilo Hotel Company in the rear of the present building. Work is to commence at once, and it is expected to be ready for business by December next. The grounds will be handsomely laid out and a band stand erected.

### TO WASH THE BLOOD.

A Simple Salt and Water Injection in Place of Transfusion.

Washing the blood is the latest remedy for diseases brought on by or causing a sluggish circulation and low state of the blood. The washing process is performed by plain salt and water. From a pint to two quarts of water are injected into the system by means of an ordinary hypodermic syringe.

A vein is opened in the arm of the patient with the usual antiseptic precautions, and the salt water injected in large doses. A profuse perspiration and general activity of the secretory organs follows, carrying away the noxious matter present in the blood. The new remedy is recommended by several doctors in papers read recently before the Academy of Medicine in Paris, and has been successfully employed in numerous instances. In cases of anaemia, typhoid, hemorrhages, sudden shock, and even in cases of intoxication, this blood washing, it is said, works wonders. For some years surgeons have used a saline injection in cases of collapse after an operation. It is the most powerful tonic known and has saved many lives. Its efficacy in ordinary diseases has, however, only recently been discovered.

Modern medicine has a tendency to resort to simple methods which recognize the all-curing powers of water. Washing the stomach, as practiced by several New York physicians, is of very recent origin and is considered invaluable in cases of indigestion. A simple bath of warm water is often all that is necessary to restore the stomach to its normal condition, by removing the poisonous waste products which are not profusely thrown off by the secretory organs. By means of a soft rubber tube put down the throat, water can be poured into the stomach and siphoned out again. To wash the blood is, of course, more difficult, as the water has to be injected into a vein.

It is well known that the blood of a frog can be drawn off and the blood of another frog substituted without greatly inconveniencing the creature. It was then found that a salt water solution can be substituted instead of blood, to a considerable extent, at least, and the frog will live and be as sprightly as ever. This fact first gave the scientists the idea of injecting an artificial serum into the veins of a human being, either anaemic or intoxicated. The new remedy is very simple in its action, and can always, it is said, be employed with safety.—Washington Star.

### FISHER PALM PAINTING.

A Work of Art Sold to W. C. Peacock Yesterday.

A magnificent painting of the Palm, by Hugo Fisher, was purchased by W. C. Peacock yesterday morning. The view is entirely different from any painted here, and shows the grand panorama of Koolan from a point between the two high peaks.

The sun is entirely obscured by the heavy clouds, which make the tone of the sea in the distance a deep grey. A rain storm near the horizon is extremely natural. In the middle foreground the high hills are in a dull color, while in the valley between these hills and the peaks in the foreground dashes of light brightens the valley and lends a grand effect to the distance. The picture is on exhibition at the Pacific Hardware Company.

### BOARD OF HEALTH.

Dr. Day Says Everything is Well at Quarantine Station.

Quarterly Reports From Koloa and Malulu Hospitals—H. Hackfeld & Co. Request Information.

At a meeting of the Board of Health held yesterday afternoon there were in attendance President Emerson, Drs. Day and Monsarrat, and Messrs. Reynolds, Lansing and Kellipio.

Fish Inspector's report showed 33,780 fish received at the fish market for the week ending July 20th. This increase over the usual amount was due to an installment of akule received from Molokai.

The usual quarterly report of Koloa hospital received from Dr. Goodhue, showed the following:

Number of patients in the hospital, April 1st, 1896, 2; number of patients since, 5; Hawaiians 3, foreigners 2; paying, 2; non-paying, 3; discharged, 4; in hospital 1; number of calls for medicine, 20; no deaths.

Letters from the Molokai settlement told of the death of Judge Kukana in Kalawao on Tuesday, July 14th.

The quarterly report from Malulu hospital showed the following:

Number of patients in hospital March 31st, 1896, 14; number received since, 45; Hawaiians, 12; foreigners, 33; paying 29; non-paying, 6; discharged, 44; died, 2; in hospital, 13; number of calls, 56.

A letter from H. Hackfeld & Co. requested information regarding the hot air fumigating plant in use here, the O. & O. S. agents in China having written here to find out about it. The secretary was instructed to send the requisite information and to emphasize the fact of its thorough efficiency as a fumigating apparatus.

A verbal report was made by Dr. Day showing the existence of only three cases of varioloid at the quarantine station with the patients getting along well; also that there are no prospects of further cases.

At 4:15 p. m. the Board went into executive session.

### AUSTRALIAN RACERS.

Crackerjacks to Visit England, America and Hawaii.

Late advices from Australia report matters lively in cycling circles. The Australian cycle cracks, Megson, Lewis and Payne, have sailed from Sydney to London. They were given a great send off by their friends and the new South Wales League of Wheelmen. The trio are best professional riders Australia has produced so far and intend to compete in principal events in England. They will also visit America, returning to the Colonies via San Francisco and Honolulu.

Martin, the American cyclist, ran a dead heat in the open half-mile event at Melbourne, with Elliott. The final, won by Clinton (30 yards), was done in one minute one second. Martin was asked to explain his riding in the heat of the three-mile event in which he finished second to Clinton, though leading at the turn. His answer was that he was taken by surprise in the sprint and could not get his big gear going fast enough. The officials did not accept this theory and disqualified him for the event.

Chamberlain's Cough Remedy cures colds, croup and whooping cough. It is pleasant, safe and reliable. For sale by all druggists and dealers. Benson, Smith & Co. Agents for H. I.

### A NEW FEATURE IN NAVIGATION.

A West India donkey was taken to Baltimore the other day on board a schooner, and was allowed his freedom on deck throughout the passage. He proved to have capital sea legs, and his ears, being nearly as long as his legs, turned out to be as good as an echophone for detecting sounds. He didn't tell what the sounds he heard were, but he always answered steamers and foghorns with his own dulcet bray.—Exchange.

### THE WEARY WOMAN.

These lines of American origin, and written nearly twenty years ago, have started on a fresh round, through their publication in answer to a correspondent's query:

Here lies a poor old woman who always was tired:  
She lived in a house where help was not hired.  
Her last words on earth were, "Dear friends, I am going  
To where there's no cooking, nor washing nor sewing;  
But everything there is exact to my wishes.  
For where they don't eat there's no washing up dishes.  
I'll be where loud anthems will always be ringing,  
But having no voice, I'll get quit of the singing.  
Don't mourn for me now, don't mourn for me never,  
I'm going to do nothing for ever and ever."

The cooking, washing and sewing are obsolete now, or nearly so, but women are just as tired as ever, and the plaint will have to be revised, something like this, perhaps:

Here lies a poor woman who always was busy:  
She lived under pressure that rendered her dizzy.  
She belonged to ten clubs and read Browning by sight,  
Showed at luncheons and teas, and would vote if she might;  
She served on a school board with courage and zeal,  
She golfed and she kodaked and rode on a wheel;  
She read Tolstoi and Ibsen, knew microbes by name,  
Approved of Delarte, was a "Daughter" and "Dame";  
Her children went in for the top education,  
Her husband went seaward for nervous prostration.  
One day on her tablets she found an hour free,  
The shock was too great and she died instantly.  
—St. George's Chronicle.

## Your Stock

Will do better on FIRST-CLASS FEED.

## HAY AND GRAIN

BOUGHT OF US

Is the very best at the VERY LOWEST PRICES.

## CALIFORNIA FEED COMPANY

Nunano and Queen Streets.

TELEPHONE 121.

## Art Goods.

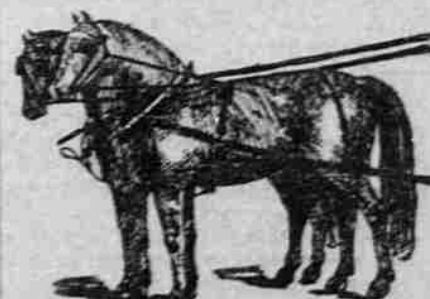
The demand for colors, both water and oil is the surest indication of a refined taste among the ladies of the Islands. We are in a position to supply the demand.

A full supply of colors, brushes, oils, varnish and can-was always on hand.

Picture framing, satisfactory picture framing, is due largely to the taste displayed in the selection of mouldings that will harmonize with the picture. We have the taste and mouldings. Let us give you a suggestion.

## King Bros.,

HOTEL STREET.



ALEXANDER CHISHOLM.

(Successor to Charles Hammer.)

Manufacturer and Dealer in All Kinds of Saddlery and Harness.

Orders from the other Islands promptly attended to.

Corner King and Fort Sts.

P. O. Box 22, Honolulu.

ONE BOX OF CLARKE'S B41 PILLS

Is warranted to cure all diarrhoeas from the Primary Organs, in either sex (acquired or constitutional). Green, and Faeces in the Back. Guaranteed free from Mercury. Sold in Boxes of 6, 12, each, by all Chemists and Patent Medicine Vendors throughout the World. Proprietors: THE LONDON AND MIDLAND COUNTIES DRUG COMPANY, Limited, London, England. 1709

## COLDS, COUGHS, INFLUENZA, SORE THROAT

### Ayer's Cherry Pectoral

Will relieve the most distressing cough, soothe the inflamed membrane, loosen the phlegm, and induce refreshing sleep. For the cure of Croup, Whooping Cough, Sore Throat, and all the pulmonary troubles to which the young are so liable, there is no other remedy so effective as

## AYER'S Cherry Pectoral

A Record of nearly 60 years

Gold Medals at the World's Chief Expositions.

27.—The name, Ayer's Cherry Pectoral, is prominent on the wrapper and is blown in the glass of each bottle. Take no cheap imitations.

AGENTS FOR HAWAIIAN ISLANDS:

HOLLISTER DRUG COMPANY Limited.



## What Is PURIFINE?

It is the new disinfectant which has superseded all other disinfectants, being a scientific compound, having no odor, yet possessing the qualities of a powerful disinfectant.

The automatic distributor should be placed in every house in Honolulu where odors and germs of disease exist. They are placed free of charge, taken care of and kept working day and night for \$1.00 per month. It's an innovation, but on scientific principles, and appeals to everyone of common sense. The idea is this: The distributor drops two drops a minute, day and night. Foul odors are killed, yet no disagreeable smell of carbolic acid or crude disinfectants takes its place. You don't know that a powerful disinfectant is being used if you judge by the lack of odor. But it's doing the duty—doing it well. Can we show you the "Ideal Automatic Distributor"? Our Mr. Washburn will call, if you'll telephone to

## The Hollister Drug Co

EXCLUSIVE AGENTS

For the Hawaiian Islands.

THE PACIFIC RAILWAY

The Famous Tourist Route of the World.

in Connection with the Canadian-American Steamship Line Tickets Are Issued

To All Points in the United States and Canada via Victoria and Vancouver.

MOUNTAIN RESORTS:

Banff, Glacier, Mount Stephen and Fraser Canon.

Empress Line of Steamers from Vancouver

Tickets to All Ports in Japan, China, India and Around the World.

For tickets and general information apply to

THEO. H. DAVIES & CO., Ltd.,

Agents Canadian-American S.S. Line Canadian Pacific Railway.

The Daily Advertiser, 75 cents a month. Delivered by carrier.

## CASTLE & COOKE

(Limited)

LIFE AND FIRE Insurance Agents.

AGENTS FOR

New England Mutual Life Insurance Company

OF BOSTON.

Etna Fire Insurance Company OF HARTFORD.

NORTH BRITISH

MERCANTILE INSURANCE CO.

Total Funds at 31st December, 1895, £12,433,131.

1—Authorized Capital—£3,000,000 £ 3 0 0  
Subscribed — 2,750,000 2 7 5 0 0 0  
2—Paid up Capital — 2,601,016 2 6 0 1 0 1 6  
3—Fire Funds — 3,144,614 3 1 4 4 6 1 4  
4—Life and Annuity Funds — £12,433,131 12 4 3 3 1 3 1

The accumulated Funds of the Fire and Life Departments are free from liability in respect of each other.

ED. HOFFSCHLAEGER & CO., Agents for the Hawaiian Islands.

### INSURANCE

Theo. H. Davies & Co., Ltd.

AGENTS FOR

FIRE, LIFE AND MARINE INSURANCE.

Northern Assurance Co

Of London for FIRE & LIFE.

Established 1836.

Accumulated Funds, £3,975,000.

BRITISH AND FOREIGN

MARINE INSURANCE CO., Ltd.

Of Liverpool for MARINE.

Capital - - £1,000,000.

Reduction of Rates.

Immediate Payment of Claims.

THEO. H. DAVIES & CO., Ltd., Agents.

Hamburg-Bremen Fire Insurance Co.

The undersigned having been appointed agents of the above company are prepared to insure risks against fire on Stone and Brick Buildings and on Merchandise stored therein on the most favorable terms. For particulars apply at the office of F. A. SCHAEFER & CO., Agents.

General Insurance Company for Sea, River and Land Transport of Bremen.

Having established an agency at Honolulu and the Hawaiian Islands the undersigned General Agents are authorized to take risks against the dangers of the sea at the most reasonable rates and on the most favorable terms. F. A. SCHAEFER & CO., Agents for the Hawaiian Islands.

German Lloyd Marine Insurance Co. OF BERLIN.

Fortuna General Insurance Company OF BERLIN.

The above Insurance Companies have established a General Agency here, and the undersigned, General Agents, are authorized to take risks against the dangers of the sea at the most reasonable rates and on the most favorable terms. F. A. SCHAEFER & CO., Gnl. Agts.

Trans-Atlantic Fire Insurance Company OF HAMBURG.

Capital of the company and reserve, reichsmarks 6,000,000  
Capital their reinsurance companies 101,650,000  
Total reichsmarks 107,650,000

North German Fire Insurance Company OF HAMBURG.

Capital of the company and reserve, reichsmarks 8,850,000  
Capital their reinsurance companies 35,000,000  
Total reichsmarks 43,850,000

The undersigned, General Agents of the above two companies for the Hawaiian Islands, are prepared to insure Buildings, Furniture, Merchandise and Produce, Machinery, etc., also Sugar and Rice Mills, and Vessels in the harbor, against loss or damage by fire on the most favorable terms. H. HACKFELD & CO.

S. T. ALEXANDER H. P. BALDWIN

ALEXANDER & BALDWIN

Commission Merchants,

NO. 3 CALIFORNIA STREET,

SAN FRANCISCO

Island Orders Promptly Filled.



## Hawaiian Gazette.

SEMI-WEEKLY.

PUBLISHED TUESDAYS AND FRIDAYS

W. R. FARRINGTON, EDITOR.

FRIDAY, JULY 24, 1896.

Pacific cable matters are taking a vacation both in England and the United States. The British Commission has adjourned until the latter part of October, and the American cable will not be heard from again until Congress convenes in December. This delay seems unavoidable, but we trust that the advocates of both schemes have only let go in order to get a better hold next time.

The glorious reception given the band of Bostonian ancient and honorables in England is decidedly refreshing, following as it does in the wake of a lot of boom and bustle resulting from the so-called war scare. The Yankees and the Britons are both true to their nations and can fight if necessary. They also appreciate that there are good fellows on both sides and there is no necessity for political differences causing difficulties in the social life.

Our evening contemporary says that there is no board of appeal of officers, or labor bureau of officers, in the National Guard. We are pleased to have this assurance. But when our otherwise very sensible officers take up the discussion of labor matters we would ask, what's in a name? The result is the same. It is to be hoped that the suggestion that such matters be eliminated from military circles has been made in time for a change in tactics to be brought about. Confine yourselves to military tactics, gentlemen.

One of the big conventions for 1897 is promised San Francisco—the Annual Christian Endeavor gathering. This ought to be an encouraging sign to the people of the West. As a rule the common people of today in the various United States know little or nothing about the West. Men who have traveled in Europe know less about the States west of the Mississippi than they do of England and France. These big conventions will set people to wondering over their own country as nothing else will. Furthermore the Christian Endeavorers are young people and a trip across their own country will be good education for them.

The manner in which the political dyspepsies harp on "Mr. Jones' failure to float the refunding loan" is amusing. As a matter of fact Mr. Jones has not attempted to float our national loan, and it was not until he reached the Islands that he was aware that he would be given the option. When Mr. Jones' arrangements with the Government are completed he will go to work to place the bonds in the hands of men who appreciate the value of Hawaiian securities. When the deal is consummated, as it will be in a comparatively few weeks, the calamity howlers will be obliged to seek some other subject besides Government finances on which to vent their spleen.

In a recent interview with a representative of this paper Prof. Koebele expressed himself as irrevocably opposed to the importation of plants from Japan while the present method of plant inspection obtained. This matter of plant inspection is one that deserves the careful attention of the authorities. So many pests have been brought to the country in the earth that adheres to the roots of imported plants, and the casual examination made of the plant and earth as well as so inadequate, that it would seem none too severe to allow only seeds to be brought in. The agricultural industries should be protected with quite as much care as the public health, and the only way to secure complete protection is to exclude all plants or earths liable to carry the larvae of injurious insects.

Rev. Dr. Peters, a pastor in New York City, has preached a sermon on marriage that has attracted considerable attention. The reverend gentleman puts marriage down as a failure in nine cases out of ten. In the course of his sermon he said that of one thousand couples whom he had married, "the majority entered into matrimony unadvisedly, unthinkingly, and without proper consideration" that young ladies give their consent too easily, "though a marriage without love is a mockery that blazes to the skies" that "thousands of marriages never realize the happiness which was anticipated previous to the tying of the knot" and that "thousands of married women would be better off if they were not married." As an alternative to marriage Mr. Peters proposes that "the brightest and prettiest girls in the city (New York) shall decline to wed in order to devote themselves to some

noble work." There are only two ways to account for the pessimistic ideas of the New York clergyman. He has either been jilted and consequently soured on all young ladies, or else some of the bridegrooms connected with the one thousand marriages he has performed have been remiss in paying their dues to the parson.

## CHILL'S NEW GOVERNMENT.

The recent election of a President in Chili was one of the few electoral struggles in South America carried on legally and peacefully. President Federico Errazuriz was placed at the head of the nation by a practically unanimous vote of his countrymen. In consequence of a coalition of opposing factions, who saw that their chances for success were very small. Thus the Government now organized is supposed to suit everybody, and an era of progress is promised. Chili's troubles are centered principally in the condition of the national finance. At present the national debt is small, but the country is ambitious and is seeking foreign capital to carry out internal improvements and to build up a navy. The national credit is kept up to a very good standard, but the national treasury has an unfortunate way of turning the budget surplus into deficits. This is in a large degree due to the fact that the Republic depends upon one industry. More than one-half of the revenue comes from the nitrate trade. Consequently the market fluctuations of nitrate gives the country new hope or throws it into the sloughs of financial despondency. This year it is anticipated that there will be a falling off of from \$4,000,000 to \$5,000,000 in the export duties. In placing its dependence in one industry Chili is not far different from the present conditions in our own land. Chili's new coalition Government will, it is supposed, turn its attention to opening up southern provinces and obtaining a good class of immigrants to settle and develop the lands. In such a policy rests its only hope for continued prosperity.

## HILLO'S CONTINUED STORY.

The Hilo paper in its last issue gives another chapter of its continued story. "Hilo the future metropolis and Honolulu the country town." This shows that our Hilo friends are following the principle of hitch your wagon to a star, a very good principle indeed. Since the progress of the future metropolis of Hawaii is so clearly assured, we see no reason why this continued story of the contemporary should be so thoroughly stuffed with such general condemnation of Honolulu and the unfortunate citizens of the Island of Oahu. Why should the friend on Hawaii pour all the ink of his disgruntled pen upon this city of a few thousand inhabitants?

To be sure, Honolulu has the best harbor in the Islands, but Honolulu should not be blamed for this natural advantage of the Island of Oahu. By virtue of this natural advantage Honolulu has become a distributing center for the Northern Pacific, and the people have simply endeavored to keep pace with the increased traffic that is coming to the Island. Again, Oahu furnishes a good portion of the tax money that is used to assist Hilo in building a wharf and making things comfortable generally for those on the big Island.

It appears that Hilo is condemning this city for a great deal that it is not responsible for, and the natural course of the argument will lead to a request for Honolulu to fill up its harbor, burn the wharves, shut up shop as much as possible and move to Hilo. This we will gladly do, of course, when Hilo has repaid its Honolulu debt. Meanwhile we would suggest that for future chapters of the Tribune's continued story it will be more conducive to healthy growth and cordial co-operation in Hawaii for the author to recognize that about all Hilo ever had has been the result of the assistance from the brains and capital of Honolulu.

## MCKINLEY ON ANNEXATION.

The different interpretations which people here have given the wording of the Hawaiian plank in the Republican platform have varied according to the interpreter. Those who don't want annexation call it a worthy nothing thrown as a sop to such leaders in the party as Lodge, Hale, Hitt and others of their stamp. Others claim that the "control" expressed in the Republican platform can only be accomplished by the United States taking possession of the country. This is undoubtedly the sensible version of the proposed policy mapped out at St. Louis.

The next thing to consider is what the candidate for President thinks of it. McKinley has kept as quiet on the foreign policy as he did on the money question. He has never had the same opportunity or necessity for speaking his mind, and it is only by his associations and an occasional word dropped to a friend that an idea of his position on matters of particular interest to people of Hawaii can be obtained. Judg-

ing from McKinley's political co-operation with ex-President Harrison, his close friendship for H. H. Kohlsaat of Chicago, and his well known loyalty to the principles of protection for American capital and industry, wherever located, there ought to be little doubt of his attitude on the Hawaiian question. In addition to all the foregoing, we now have an expression of opinion to a personal friend. It is a clear statement in favor of annexation, and is certainly reassuring as evidencing his attitude provided he is elected.

## POLITICAL PRODIGALS.

One of our correspondents has suggested that one of the happy signs of the times is the manner in which many people who have heretofore held aloof from anything connected with the Government or politics are constantly changing their tactics and endeavoring to co-operate with the officials of the country. This influx of new material has perhaps been more noticeable in the military companies, where are now men who at one time were prepared to fight or do anything to upset affairs in the American League, as well, new faces and new leaders appear. The Government looks upon this movement with favor and it is to be hoped that the anticipation of barriers being gradually broken down will be fully realized.

Though the Government held affairs down with a strong hand when forced to protect the country, the officials have shown themselves quite ready to overlook the differences of the past and allow those who plotted and schemed in the past to turn back and come into the fold on the same footing with those who stood in the breach from the first. Men's minds change quickly in this country, and the friendly hand is quickly extended to those who show a disposition to reciprocate. Sometimes Honolulu officials fail to discover who their true friends are, and overlook them in the endeavor to gain the good will of those who have been bitterly opposed, but this is very seldom the case.

The Government of Hawaii is not conducted on the party line idea; that is, the party lines of the "ins" are not so strictly drawn as to raise an insurmountable barrier against the "outs." The prodigal son is given his place at the political table if he will leave the haunts of dissension and come back and take it. The Government is always interested in its prodigals and bears them no ill will; it takes them at their word and is willing to continue as if nothing had happened. Meanwhile, the opposition press keeps up a continual howl and asserts that the country is on the verge of revolution and every sort of calamity imaginable. As the former enemies have the appearance of now being fast and loyal friends, it would seem that the calamity howl of the opposition is appreciated by only a select few. We hope and trust that this is true and that the Government in making new friends readily is not losing the old ones.

## AUSTRALIAN STEAMER SERVICE.

The efforts of the Canadian and Australian lines to obtain a subsidy from New Zealand have been persistent if nothing more. The recent advances according to despatches have not met with particular favor because the approaching elections give the politicians something else to think about.

The New Zealand Herald maintains that the colony already has one good Pacific mail service and that ought to be sufficient considering the condition of the public treasury. It is suggested that the Vancouver people go to Queensland for a subsidy. Speaking of New Zealand's requirements the Herald says: "We feel that we do not need it ourselves and cannot afford it, which will make us all the less reluctant in making this sacrifice for the benefit of a sister colony." Besides, we could hardly make even political capital of it, which is a matter of some consideration just now when we are under the shadow of the coming elections. In our existing service by San Francisco we have a service that has done the work of the colony for a long time of years, and with a promptitude and regularity in the delivery of the mails at both ends which should not, and we believe will not, be lightly ignored in the colony. If any changes are contemplated in our over-Pacific service, it is in accordance with fair play as well as ordinary business that the offer or request should be proffered to the company that has served us well for a generation past.

So far as Hawaii is concerned it is to be hoped that one or both of the Australian lines will obtain sufficient subsidy from some source to warrant putting on larger and more modern steamers. At present the Canadian line is under the disadvantage of having only two steamers, and accidents cause unavoidable delays. It seems reasonable to expect that the traffic between Canada, the United States and Australia will be sufficient to maintain two lines as well equipped as the Oriental steamship lines. Larger steamers will undoubtedly attract more tourist travel on both the Vancouver and San Francisco routes.

The importation into the United States of plants from China and Japan is forbidden. The reason for this is the prevalence of cholera in the Asiatic countries. Nearly all of the plants that come across the Pacific are shipped in pots and in their native soil. Nothing aborts and holds the germs of disease, especially in an epidemic, so well as the earth.

## LOCAL BREVITIES.

The Robin Hood amateur company is being formed. Major Ianke, of the Court Martial, will protest against the trial being continued on Sunday.

During the absence of Prof. Koebele, Wray Taylor is looking after the duties of Commissioner Marsden. Miss Nellie Rickard and Mr. Muir, book-keeper at Honokaa plantation, will be married next month.

A. F. Cooke left for Kauai on the Iwawani yesterday to attend to some business. He will probably be back on Sunday.

Hopp & Co. will sell you a bedroom set at a startlingly low price, and will guarantee that every piece is well finished and seasoned.

Yesterday's fire was the first big fire the department has had to handle since the Cornwell residence was burned about two months ago.

During the hot season the receptions on board the U. S. S. Adams will be on the first Friday of each month, instead of fortnightly as heretofore.

It is rumored that the engagement of a young lady resident of the big island to a prominent Honolulu gentleman will soon be announced.

The Pacific Hardware Co. have just received from Australia and bring W. G. Irwin an invoice of Secretary discolors and other articles of hardware. See ad.

Among the departures for San Francisco on the Monowai yesterday were Judge Hartwell, Miss Hartwell and Miss Mabel Hartwell, Judge Perry, R. G. Agassiz and Dr. Huddly.

The Elsie Adair Company will leave San Francisco for this port on the China, July 30th. Pleasure seekers are looking forward anxiously to the time when this company will play here.

Mr. E. Cayill, the champion swimmer of all Australia, was a through passenger on the Monowai yesterday. He is on his way to America to meet the crack swimmers, against whom he can hold his own, he thinks.

The Rev. S. S. Palmer of the Brooklyn Presbyterian Church of Oakland, Cal., will fill the pulpit of Central Union Church during the absence of Mr. Birnie. He will also take charge of the Wednesday evening prayer meetings. Mr. Birnie will spend his vacation in Hilo.

P. F. August Ehlers, owner of the business conducted under the firm name B. F. Ehlers & Co., has been visiting in Germany with his family for the past two years. He went there for his health and during his absence C. Du Roi formerly of H. Hackfeld & Co., has charge of the business. Mr. Du Roi is on a business trip to the Coast.

Solomon Kahiapo, the Oahu prison guard who received a flesh wound in his back from a bullet out of the rifle of George Hubble, another guard, while running out from behind the shelter at Iwilei butts Monday morning, and who was taken to the hospital immediately afterward, was so far recovered yesterday as to be able to return to his home. The wound is only in the fleshy part of the back, and is in no way dangerous.

Professor Koebele left on the steamer Iwawani for Kilauea, Kauai, yesterday afternoon for the purpose of investigating a certain blight, supposed to be aphids, which was reported to him a short time ago. He has no idea what the new "beast" is doing for the sugar cane, but will make a complete study of it. Kilauea has received quite a scare from its appearance on the cane. Professor Koebele will return to Honolulu on the Iwawani Sunday.

Percy Marks, a director of the "London Financial News," who is touring the world, as the special correspondent of this "London Financial News," arrived by the "Monowai" yesterday, but owing to New York engagements he was unable to remain over at Honolulu. Mr. Marks brought letters to Minister Damon, on whom he called shortly after arrival, also to Col. Macfarlane and spent the afternoon with the latter driving about the city.

Among the through passengers on the Monowai for San Francisco yesterday were Colonel G. W. Bell, the American Consul at Sydney, who is returning to his home in the States; Professor Kennedy, the famous mesmerist; Mr. Percy Marks, representative of the London Financial News; Dr. Haines, a famous physician of Auckland; Archibald Redwood of New Zealand; Bishop Dr. Broder of Samoa, Mr. and Mrs. Moss-Davis and the Misses Moss-Davis, prominent society people of Auckland.

## FREE SILVER COINAGE 16 TO 1.

The Philadelphia Ledger gives the following explanation of what "free silver" means:

"It means in practice that sixteen ounces of silver should be held as worth as much as one ounce of gold. One ounce of gold, American coin standard of fineness—that is 900 parts of pure gold to 100 of alloy—will coin in gold dollars \$13.60. Sixteen ounces of silver, American coin standard of fineness—that is, 900 parts of pure silver to 100 of alloy, at the rate of 412½ grains to the dollar (the weight of the present standard silver dollar)—will coin \$13.60 in silver dollars. These sixteen ounces of silver can be bought in the markets of the world today for \$9.34. There would, therefore, be a profit of \$4.26 on an investment of \$9.34, being about 45 per cent. If a holder of silver could take it to the mint and coin it without charge into silver dollars. The advocates of free coinage favor a law that will allow any holder of silver bullion—or, in fact, silver of any kind (as the latter can readily be melted into bars)—to have the right to take the same to any mint of the United States and convert it into silver coin free of charge. It is easy to see that if this were done it would not be long, with free coinage, before the country would be flooded with silver coins, and the very large profit to the owners of silver mines would quickly start to work the mines at present idle, to the immense advantage of the mine owner."

## SHIPPING INTELLIGENCE.

## ARRIVALS.

Tuesday, July 21.  
Br. bk. Vebetty, Martin, from China.  
Stmr. Kauai, Bruhn, from Kauai ports.

Wednesday, July 22.  
Stmr. Kaala, Thompson, from Oahu ports.

Thursday, July 23.  
U. S. S. Monowai, Carey, from the Colonies.  
Stmr. Ke Au Hou, Thompson, from Kauai ports.  
Stmr. Kaena, Parker, from Oahu ports.

## DEPARTURES.

Tuesday, July 21.  
O. S. S. Australia, Houdiette, for San Francisco.  
Stmr. Waialeale, Gregory, for Lahaina and Hamakua.

Stmr. Hawaii, Fitzgerald, for Hawaii ports.  
Stmr. Claudine, Cameron, for Maui ports.  
Stmr. Lehua, Nye, for Hawaii.

Wednesday, July 22.  
Stmr. Kauai, Bruhn, for Honouapo and Punaluu.  
Stmr. Kaala, Thompson, for Oahu ports.

Stmr. Iwawani, Smythe, for Kauai ports (Mikahala route).

Thursday, July 23.  
U. S. S. Monowai, Carey, for San Francisco.  
Stmr. Ke Au Hou, Thompson, for Kauai ports.

## PASSENGERS.

## Arrivals.

From Kauai, per stmr. Kauai, July 21—Miss L. Aukai, J. Jacobsen and 7 on deck.

From Maui and Hawaii, per stmr. W. G. Hall, July 21—H. R. Hitchcock, wife and children, T. T. Myer, J. T. Brown, J. W. Sanderson, R. T. Wilber, Jas. Morse, Bishop Willis, C. D. Miller, Chas. Hooper, Thos. N. Haae, Mrs. W. E. Foster, Miss Alice F. Beard, Miss Sarah Cockett, Miss Y. Mahunehune, Misses Testa (2), Ah Sin and 64 on deck.

From the Colonies, per U. S. S. Monowai, July 23—Major General Hogge, Mr. Pettigrew, Colonel Burton Brown, and one in the steerage.

From Kauai ports, per stmr. Ke Au Hou, July 21—Paul R. Isenberg, Jr., Dr. Anderson, Miss Pratt, Mr. Isaacs and 2 on deck.

## Departures.

For Hamakua, per stmr. Waialeale, July 21—Mrs. Gillin and Mrs. Anderson.

For Hawaii, per stmr. Hawaii, July 21—Mr. and Mrs. Samuel Parker, Mrs. C. L. Wright and family and C. J. Fair.

For Maui ports, per stmr. Claudine, July 21—F. W. Damon, wife, 4 children and nurse, Miss Barnum, Miss Hammond, Miss Kahanula, Chas. Crozier, Jr., wife and 2 children, Chas. Crozier, Sr., Marie Nunes, John Richardson and daughter, Peter Ohrt, R. R. Berg, Rev. Hans Isenberg and wife, H. Parmalee and wife, Miss L. Grau, M. Malendez, C. A. Spreckels, H. P. Baldwin, Master H. Hedemann, Rev. E. M. Hanuna and wife, Ah Ming, Hon Fon, D. McLean, Dr. J. M. Topmoeller, B. Topmoeller.

For S. F. per O. S. S. Australia, July 21—E. L. Roeder, Brothers Joseph, Albert and Edward, Mrs. L. Kessler, Fred Horner and wife, A. L. Taylor, Mrs. Shortridge, Miss Marie Swingley, Mrs. M. S. Dumas, Mrs. J. C. McStay, Mrs. Keesh and two children, the Misses Scott, Miss Jewell, J. S. McCandless, L. L. McCandless, Mrs. Schank and two children, Miss Shortridge, Theo. Richards and wife, Miss Albertson, Miss Annie Dahl, T. J. Birch, Dr. Anderson and wife, D. E. Bortree, C. E. Rice, Miss A. M. Paris, Miss M. E. Bortree, Mrs. Usner, Miss Fitzgerald, Mrs. E. J. Duffy, Mrs. A. Kingsford, E. O. White, wife and two children, Aug. Fries, H. Pohlmann, Mrs. E. Curtis, Miss S. Carter, Miss F. L. Guenther, Miss L. Goldstein, R. L. Lillie and wife, C. Macdonald, Major Z. K. Pangborn and wife, Mrs. J. L. Maurer, Mrs. H. Morrison, J. T. Snydam, C. H. Snydam, Captain W. B. Godfrey, wife and five children, Mr. and Mrs. P. A. Williams and E. D. Tenny.

For San Francisco, per S. S. Monowai, July 23—S. G. Wilder and bride, Miss Peters, K. B. Blanding, C. H. Dasher, Judge Perry, F. M. Husted, R. A. Tomes, R. G. Agassiz, W. L. Hinchman, Dr. Huddly, Mrs. Hill and daughter, Mrs. H. S. Pratt, Mrs. Chas. Williams, Mrs. P. Hughes, Mr. Rice, the Misses Rice, Miss D. Hollyan, Miss Lana, R. H. Whiting, Judge Hartwell, Miss Hartwell and Miss Mabel Hartwell, O. S. Williams, T. H. Petrie, Mrs. John Spencer, Miss H. Anderson, Mrs. Petrie, Miss A. Petrie, Mrs. W. Dunn, Alfred Dunn.

## BORN.

SCOTT—At Makaweli Plantation, Kauai, on the 21st inst., to the wife of James Scott, a son.

## DIED.

CARSLEY—At Honolulu, Kona, Hawaii, July 13, 1896, Amelia Pnohn, beloved wife of Geo. F. Carsley, aged 72 years and 2 months.

## FIRE THIS MORNING.

Quickly Extinguished by the Chemical Engine.

The fire whistle sounded at about 3 o'clock this morning for a blaze in the Japanese quarter, Maunakea and Punaluu streets, caused, it is supposed by the overturning of a kerosene lamp in a Japanese gambling den. The fire department lost no time in getting to work and the house was completely flooded. Damages nominal.

Eleven thousand brass bands play for the Salvation Army.

## BY AUTHORITY.

P. McLANE has this day been appointed Chairman of the Road Board for the Taxation District of Hana, Iolani and Maui, vice W. Von Gravenmeyer, resigned.

J. A. KING,  
Minister of the Interior,  
Interior Office, July 23rd, 1896.  
1779-31

## SEALED TENDERS

Will be received at the Office of the Minister of the Interior till 12 o'clock noon of Saturday, August 15th, 1896, for the construction of a three room school house at Papakou, Hilo, Hawaii.

Plans and Specifications may be seen at the Office of Messrs. Ripley and Dickey, Architects, Honolulu, and at the Office of Mr. L. Severance, School Agent, Hilo.

The Minister does not bind himself to accept the lowest or any bid.

J. A. KING,  
Minister of the Interior,  
Interior Office, July 23rd, 1896.  
1779-31

## SEALED TENDERS

Will be received at the Office of the Minister of the Interior till Thursday, August 13th, 1896, at 12 o'clock noon, for the construction of a road along the beach at Kailua, North Kona, Hawaii.

Plans and Specifications can be seen at the Office of the Superintendent of Public Works, also at the Office of Wm. G. Wait, Chairman of the North Kona Road Board.

The Minister does not bind himself to accept the lowest or any bid.

J. A. KING,  
Minister of the Interior,  
Interior Office, July 23rd, 1896.  
1779-31

## SEALED TENDERS

Will be received at the Office of the Minister of the Interior till 12 o'clock noon of Thursday, July 30th, 1896, for the construction of a road from Makena to Kula.

Plans and specifications can be seen at the office of the Superintendent of Public Works, also at the office of the Sheriff in Maui.

The Minister does not bind himself to accept the lowest or any bid.

J. A. KING,  
Minister of the Interior,  
Interior Office, July 7, 1896.

The date of receiving tenders for the above work has been extended to 12 o'clock noon of Monday, Aug. 3, 1896.

J. A. KING,  
Minister of the Interior,  
Interior Office, July 20, 1896.  
4358-31 1778-31

## POUND NOTICE.

In accordance with Section 1 of Chapter XXXV. of the Session Laws of 1888, I have this day set apart an enclosure for the impounding of estrays at Hakalau, in the District of North Hilo, Island of Hawaii, on a piece of land known as Honohina, on the makai side of the Government Road.

In accordance with Section 2 of Chapter XXXV. of the Session Laws of 1888, I have this day appointed Andrew Chalmers Pound Master for the above Government Pound.

J. A. KING,  
Minister of the Interior,  
Interior Office, July 16, 1896.  
1777-31

## FOREIGN MAIL SERVICE.

Steamships will leave for and arrive from San Francisco on the following dates, till the close of 1896:

Arrive at Honolulu	Leave Honolulu for	San Francisco or	Vancouver
Mariposa .. July 30	Monowai .. July 23	China .. Aug. 6	Warrimoo .. July 24
Australia .. Aug. 16	Belgie .. July 24	Belgie .. Aug. 15	Peru .. Aug. 1
Warrimoo .. Aug. 16	Australia .. Aug. 15	Monowai .. Aug. 27	Rio Janeiro .. Aug. 19
Coptic .. Sept. 2	Alameda .. Aug. 20	Australia .. Sept. 4	Gaelic .. Aug. 23
R. Janeiro .. Sept. 10	Miwera .. Aug. 24	Miwera .. Sept. 16	Australia .. Sept. 8
Alameda .. Sept. 24	Doric .. Sept. 15	Peking .. Sept. 23	Mariposa .. Sept. 17
Australia .. Sept. 28	Warrimoo .. Sept. 24	Doric .. Oct. 7	China .. Sept. 25
Warrimoo .. Oct. 16	Australia .. Oct. 2	Mariposa .. Oct. 22	Peru .. Oct. 12
Australia .. Oct. 24	Monowai .. Oct. 15	Australia .. Oct. 26	Coptic .. Oct. 20
Peru .. Nov. 2	Australia .. Oct. 28	Australia .. Nov. 16	Miwera .. Oct. 24
Miwera .. Nov. 16	Gaelic .. Nov. 6	Monowai .. Nov. 19	Alameda .. Nov. 12
Rio Janeiro .. Nov. 19	Peking .. Nov. 16	Gaelic .. Nov. 23	Australia .. Nov. 21
Australia .. Dec. 11	Warrimoo .. Nov. 24	Doric .. Dec. 16	China .. Dec. 2
Warrimoo .. Dec. 16	Mariposa .. Dec. 10	Alameda .. Dec. 17	Belgie .. Dec. 11
China .. Dec. 24	Australia .. Dec. 16	Coptic .. Dec. 28	Miwera .. Dec. 24

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## In the Supreme Court of the Hawaiian Islands.

March Term, 1896.

Edma G. Trousseau

v.  
Bruce Cartwright and Hugh McIntyre,  
Executors of the will of George P.  
Trousseau, deceased.Before Judd, C. J., Frear, J., and E. P.  
Dole, Esq., a member of the Bar, in  
place of Mr. Justice Whiting, dis-  
qualified.

The condition in a contract to pay money "when my circumstances allow and as soon as they allow" is fulfilled by evidence that the promisor was in receipt of money over and above his reasonable expenses with which he could pay.

The fact that the executor of such promisor had not assets to pay in full the sum contracted for by their decedent does not show that the condition of ability to pay in the testator's lifetime was not fulfilled.

A contract contemplated money to be paid in installments, conditioned upon ability to pay; evidence of ability to pay part of the sum contracted to be paid is a fulfillment of the condition.

## OPINION OF THE COURT BY JUDD, C. J. (Frear, J., dissenting).

At the term of this Court held in September, 1895, in overruling a demurrer we decided many points of law raised and sent the case back to the Circuit Court, First Circuit, for trial. The case came on for trial in December last before Circuit Judge Magoon, jury being waived, who, on January 7th last, filed his decision disallowing the principal sum sued for, but giving judgment for the annual payments stipulated to be in lieu of interest. The contract sued upon is an agreement in writing made in 1882, between the late Doctor Trousseau and the plaintiff, who was alleged to be his "separated wife," by which Doctor Trousseau (defendants' decedent) admitted as absolutely correct the claims and demands proved by Madame Trousseau on the 11th March, 1882, amounting to 150,865 francs and 50 centimes, of which he engaged to pay immediately 20,000 francs, and also on the 1st January of each year thereafter, beginning January 1, 1884, a sum equal to 5,000 francs to be remitted by the French Consul to Madame Trousseau, in Paris, and to be regarded as interest on the capital remaining of 150,865 francs and 50 centimes. Mobs. Trousseau then engaged, "if his circumstances allow and as soon as they allow him, to discharge the total amount of his debt to Madame Trousseau, by paying over to her the capital which will remain due to her." There is also a provision that "as soon as this capital is reduced to 100,000 francs, the annual sum of 5,000 francs settled as above will decrease in proportion as the total debt is extinguished." &c.

Another provision is that as soon as the first installment of 20,000 francs is paid Madame Trousseau was to discontinue a case then pending in our Court against Doctor Trousseau for a larger amount. (This sum was paid and the case was discontinued.) The last provision is that the articles of agreement should be performed in good faith by both parties, and in the event of non-payment of any of the sums mentioned at the date when it falls due, Madame Trousseau will be at liberty to renew proceedings upon the mere information which shall have been given to her by the French Consul at Honolulu that the sum of money has not been paid at the date when it falls due. (The agreement is set out in full in Trousseau v. Trousseau, 10 Haw. —.) The annual payments of 5,000 francs were regularly made until 1st January, 1894, but none was paid thereafter, and no part of the principal was paid by Doctor Trousseau during his lifetime.

In order to sustain the conditional promise of Dr. Trousseau that he would pay the principal sum "if his circumstances allowed him and as soon as they allowed him," the plaintiff introduced as evidence of his ability to pay the principal sum sued for, which reduced from francs to dollars is \$36,173, his last will and testament, executed March 3, 1894, wherein he devised all his property to one Makanoa, a native woman, in which he declares: "I die poor, and am only sorry for her sake, as I never had any love for money and always had enough." There was also introduced in evidence the executor's inventory of the decedent's property, showing the liabilities (secured by mortgage and otherwise) to be \$19,841.61, and the property, real and personal, estimated by the executor to be worth \$15,514.61, which would leave the net assets to be \$16,670.40. The cost of the decedent's property is put by the executor at \$12,317.33, but they estimate the actual value to be, as stated, \$35,914.61.

The trial Court held that, as it was "extremely uncertain whether an estate will realize the expectation of an executor entertained several months before the assets have been turned into cash," he could not give a decision based upon such testimony, and therefore declined to find for the plaintiff the principal sum, but allowed the arrears of the yearly installments of 5,000 francs, the sum of \$1,158.15, its payment not being conditioned upon ability to pay. The plaintiff excepts to the finding of the Court in disallowing the principal sum. In reviewing this case we remark that the trial Court was right in holding that the promise of Dr. Trousseau to pay the principal was not absolute, but was conditioned upon his circumstances allowing him to pay it, and that ability to pay must be shown as a prerequisite to recovery. But it seems to us that the trial Court proceeded upon the theory that the test of the ability of a promisor, who has died, to pay is the amount of assets which he may happen to leave at his death. This is not the test. The plaintiff must show that the promisor's circumstances allowed him to pay. Certainly the existence of clear assets, over all liabilities, sufficient to discharge the whole amount, would be evidence, but the converse is not true,

namely, that the amount of property left by the promisor after all his other debts were paid in full, if not sufficient to pay the principal sum sued for, is not evidence of his inability to pay during his lifetime.

In discussing the question whether the evidence adduced shows ability to pay during the lifetime of Dr. Trousseau, we must remember that he declared in the agreement that he owed the principal sum; that he promised to perform the agreement in good faith, and that he would pay the principal as soon as his circumstances would allow him to do so. The agreement contemplates payment by Doctor Trousseau of the principal by installments, provision being made for the proportional reduction of the yearly payment of 5,000 francs, as soon as the capital sum was reduced to 100,000 francs at the rate of 5 per cent. Whenever the principal debt should be paid the interest would cease, it having been reduced proportionately as the principal was reduced. Another expression in the agreement sustains the view that partial payments by Doctor Trousseau were contemplated. It is in the latter part of the first clause of Article 4, where he engages, if his circumstances allow him, &c., "to discharge the total amount of his debt to Madame Trousseau, by paying over to her the capital which will remain due to her." These words "which will remain due to her" would be unnecessary and meaningless unless it was contemplated that the principal was to be reduced from time to time as the Doctor was able to make payments. Nowhere in the agreement do we find an expression that implies that the decedent's circumstances must allow him to pay the principal sum in full at one time, or he be freed from the obligation to pay it at all. A person having made such a promise, if construed the other way, could easily defeat his liability by expending his money or giving it away as fast as he received it, in order never to have enough on hand to pay the debt in its entirety.

Now, "good faith" would require that where the decedent earned and received sums of money over and above the reasonable expenses of living of a man in his position, he should apply it to the discharge of this obligation. That he was in receipt of money over and above his reasonable expenses is evidenced by the inventory on file, where, for instance, \$10,974 were shown to have been expended by him in the purchase of 38 ostriches for \$7,350, and the remainder of this sum in buildings and other equipments of an "ostrich farm." To say the least, the investing of over \$10,000 in a new and hazardous enterprise is some evidence that Dr. Trousseau's circumstances admitted of his paying at that time something on account of the debt he owed Madame Trousseau.

Another item in the inventory is "Boat House Property"—costing \$2,075 and consisting of a steam launch, a catamaran, two other boats and a naphtha whaleboat. By the will of Dr. Trousseau it appears that he was paying \$25 per month for rent of boat house and wages of boat keeper. Indulgence in the pleasures of boat sailing, while perfectly proper in a person owing no debts, was inconsistent with his obligations under the agreement, and is evidence of his ability to discharge a portion of his debt under the agreement equal to the amount expended on these amusements.

The will of Dr. Trousseau declares that he "always had enough." An inference from this language would be that he always had enough with which to discharge his obligations and live comfortably, but from the whole context of the will we cannot find that he intended to have this inference drawn from this language. The will was drafted by himself and was apparently not carefully studied. Other expressions in the will, however, as when he directs his executors "to oppose absolutely any interference from the French Consulate in my affairs. I am a Hawaiian subject and I wish to dispose of my property according to Hawaiian law," and, leaving his property to the person above stated, "after all my lawful debts in Honolulu are paid," indicate that the comparatively small amount of assets which were left after his debts were paid is no indication that his circumstances would not have allowed him to discharge the obligation to Madame Trousseau, but rather that he, being able, was not disposed to do so. He was not by the agreement to be the judge as to whether his circumstances allowed him to pay the obligation or not.

It seems to us that the trial Judge did not give adequate weight to these circumstances. In our minds, this evidence, it not being contradicted by the defendants, is evidence that the circumstances of defendants' decedent admitted of his paying since the making of the agreement, during his lifetime, of the principal sum or some part of it. Now, proof of ability to pay a part of the principal sum would be a fulfillment of the condition in the agreement to pay, and this being shown to the satisfaction of the Court, would warrant a judgment for the whole amount, and if the property of the decedent be insufficient to discharge it and the other debts in full, both it and they will have to be paid pro rata by the executors, treating the estate as insolvent.

It seems to us that the agreement obliged the decedent to make payments on account of the principal sum from time to time as his circumstances allowed him, and that the evidence adduced by the plaintiff tended to show that he was thus able. A new trial should, therefore, be ordered, on the ground that the finding of the Court was based upon a misconception of the meaning of the contract and a misapplication of the evidence to it.

New trial ordered.  
A. S. Hartwell and W. L. Stanley for plaintiff; C. Brown and L. A. Dickey for defendants.

Honolulu, July 16, 1896.

## OPINION OF E. P. DOLE, ESQ.

The controlling principle is the intent of the parties—what did they say?—what did they mean? The contract is exceedingly long and very loosely

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drawn, but, upon carefully examining it as a whole, it seems clear to me that the parties must have understood and intended that Dr. Trousseau was to pay the debt as he could and that a neglect to pay on account as his circumstances permitted should render the whole immediately due. Dr. Trousseau explicitly stated that the justice of the claim was beyond dispute, he bound himself to pay it if his circumstances allowed and as soon as they allowed, in naming the rate of interest he provided that the amount of interest should be reduced in proportion as the total debt was extinguished, and he agreed that a failure to make the payments mentioned when due should render the whole debt due. I think it would be a forced, unreasonable and unbusinesslike construction of the language Dr. Trousseau used to hold that he bound himself to make payments as often as he had a few dollars in excess of his immediate necessities or that he reserved the right to accumulate more than one hundred and thirty thousand francs before making a single payment. In construing a contract the language used (technical words excepted) is to have its ordinary and popular meaning unless an intention to the contrary plainly appears, and in determining what such meaning is, a court is bound to take judicial notice of the established usages of the business world.

The question what should be considered as substantial payment or ability to make one is eliminated from the case, for the evidence is undisputed that Dr. Trousseau, if not able to pay the entire debt at any one time, was able to pay many thousands of dollars. For the foregoing reasons I concur in the result reached by the Chief Justice.

Honolulu, July 16, 1896.

## DISSENTING OPINION OF FREAR, J.

I respectfully dissent. The Circuit Court, jury waived, found for the plaintiff for the interest, and against the plaintiff for the principal sum sued for. The plaintiff excepted "to the refusal of the Court to find for her or to order judgment for her for the principal sum of \$26,173 claimed by her in her declaration, and to the ruling of the Court that the evidence failed to authorize such finding and judgment." She then moved that in place of the judgment ordered for her for the interest, judgment be entered for the full sum of the principal and interest on the following grounds:

"1. Decedent's will, which is in evidence, is prima facie evidence that his circumstances allowed him during his lifetime to pay said principal sum."

"2. Defendants' inventory, which is in evidence, is prima facie evidence that decedent's estate allowed defendants to pay said principal sum."

"3. Defendants by their plea of general issue, have admitted assets, and are thereby precluded from claiming any benefit from the testator's conditional promise, or that they have not assets with which to pay the principal sum."

"4. Defendants are obliged by law to pay all the decedent's legal obligations pro rata, except preferred debts. If the estate is insufficient to pay them all in full, the principal sum here claimed, as acknowledged by decedent in the agreement declared on, was due and owing by him to the plaintiff. The necessity of winding up the decedent's estate, the statute of limitations of claims against the estates of persons deceased dispense with and do not require nor permit the postponement of plaintiff's claim until it shall appear that after all other claims have been paid in full there shall remain sufficient property wherewith to satisfy the plaintiff's claim."

This motion was denied and the plaintiff excepted to the denial. These are the only exceptions brought here by this bill. Plaintiff's counsel states in his brief that the second exception (to the denial of the motion for judgment) is practically the same as the first exception (to the refusal to find for the plaintiff for the principal sum, and to the ruling that the evidence failed to authorize such finding). It will, therefore, be necessary to consider only the points raised specially by the second exception. These are four in number. I will first touch upon the third and fourth points—which are not referred to by the majority of the Court.

The argument on the third point is that the executors, in order to avail themselves of the defense of "nulla bona" or of "plene administrati," should have set it up by special plea. Without expressing an opinion as to whether these defenses be available, should be specially pleaded under our statute or practice, it is sufficient to say that in this instance the executors do not rely on either of these defenses. The plaintiff declared on a conditional promise, namely, Dr. Trousseau's promise to pay

a sum of money if and as soon as his circumstances allow it, and alleged fulfillment of the condition. A general denial was a sufficient traverse of the allegation of the fulfillment of the condition, and the burden was on the plaintiff to sustain the allegation. The fact that the condition happened to be the possession of sufficient assets by the decedent did not make it different from any other condition precedent, the fulfillment of which must be shown. The defense relied on was not the affirmative one of "nulla bona," but a mere denial of the truth of a necessary allegation made by the plaintiff.

The argument on the fourth point is substantially that Dr. Trousseau's death, by rendering impossible the fulfillment of the condition precedent, makes it unnecessary to prove fulfillment. In other words, that the conditional promise became absolute upon his death. A promise to pay a sum of money upon the happening of an uncertain event, and which remains conditional so long as there is doubt whether the event will ever happen, does not become absolute when it becomes certain that the event will never happen. In re Bethell, L. R. 34 Ch. Div. 561, was a case similar to this, in which the action was brought after the death of the promisor, but the Court held that proof must be made of the promisor's ability to pay during his life.

As to the first point, I agree with the majority of the Court that decedent's will does not show that his circumstances allowed him during his life to pay the principal sum.

As to the second point also, I agree with the majority of the Court that the executors' inventory does not show that decedent's estate allowed them, the executors, to pay the principal sum. It is true, as contended by plaintiff's counsel, that the inventory is prima facie evidence of such assets as are shown by it, but it must be taken as a whole, and, so taken, it shows, "total assets, \$35,914.61," and "total liabilities, \$19,841.61," of which liabilities \$15,000 are notes secured by mortgages, and therefore preferred claims. Thus, including uncollected accounts as assets, and without deducting the unsecured claims, there remain only \$20,914.01, which certainly cannot be said to allow the payment of the principal sum, \$26,173; and this is the most favorable view for the plaintiff that can be taken of the inventory. If the inventory is not correct, or if the decedent had been in fact at any time after the execution of his agreement able to pay the principal sum, the plaintiff should have adduced further evidence to show it.

It would seem as if there were nothing further to be said, except that all the exceptions should be overruled, since all the points raised by these exceptions have been disposed of adversely to the plaintiff; but the majority of the Court have come to the conclusion that a new trial should be granted upon consideration of a point which, so far as I can see, is not raised by the exceptions, and under the circumstances I deem it my duty to express my views on this point also.

As I understand it, the majority of the Court decide that Dr. Trousseau was bound to make payments on account of the principal sum as fast as he could; that failure to pay any amount on account when he could, rendered him at once liable for the whole principal sum; that the inventory is evidence that he could pay something on account during his life, and that as the trial Judge did not take this view of the case a new trial should be ordered.

Let us consider these propositions in their inverse order. First, that as the trial Judge did not take this view of the case a new trial should be ordered. The attention of the trial Judge was not called to this view of the case, and no exception was taken to his omission to consider it, and therefore it should not be considered by this Court. See Norris v. Herlihy, 9 Haw., 514; Byrne v. Allen, 10 Haw., —. The trial Court ruled as a matter of law that ability to pay the principal sum must be shown, to which ruling no exception was taken; the exception in regard to the inventory was taken to the refusal or failure to find as matter of fact that the inventory was sufficient "evidence that decedent's estate allowed defendants (the executors) to pay said principal sum."

Secondly, that the inventory was evidence that Dr. Trousseau could pay something on account during his life. I agree with the majority of the Court that the inventory was evidence of this fact; and for that matter, the will also was sufficient evidence of the fact, for it refers to most of the property covered by the inventory. But this fact should not be considered on these exceptions, and is immaterial in view of the law as I find it.

Thirdly, that failure on the part of Dr. Trousseau to pay something on account when he could, rendered him at once liable for the whole principal sum. I know of no proposition of law to the effect that, where one promises to pay a sum of money in installments, failure to pay one installment when due makes all the other installments or the whole sum due at once. Stipulations are sometimes made to that effect, as often in mortgages, but in the absence of such stipulation an action lies for such installments only as are due and unpaid. Whether Article 8 of the agreement in question amounts to such a stipulation is a question neither raised by these exceptions nor relied on by the majority. It would be unnecessary to consider the inventory at all, for it is undisputed that one installment of 5,000 francs expressly provided for in the agreement has not been paid. Even if, therefore, Dr. Trousseau was required to make payments on account when he could, then judgment could properly be given for only such an amount as the evidence shows he could have paid; it could not properly be given for the whole principal sum upon a showing merely that he could have paid a part.

But, fourthly, I cannot see how the agreement can be construed as binding Dr. Trousseau to make payments on account of the principal sum as fast as he could. There can be no question that

the agreement contemplates that payments may be made on account, but this is very different from the proposition that they must be made. Agreements are often made for the payment of a sum of money at a particular time with the privilege (without the obligation) of paying the whole or a part at an earlier date.

Dr. Trousseau's only promise in this respect was to pay the "total amount" if and as soon as his circumstances allowed him. This cannot be construed to mean that he must pay "each part," if and as soon as his circumstances allowed him. Similar promises have often been made, but such construction has never been placed upon them. See, for instance, the case of *Salmes v. Wright*, 31 Tex. 572, a case very similar to this, in which there was an absolute promise coupled with a similar condition, as follows: "I am indebted to John Wright in the sum of one hundred and forty-eight dollars; which sum I bind myself to pay, as soon as circumstances will permit me." See also *In re Bethell*, L. R. 34 Ch. Div. 561; *Mattocks v. Chadwick*, 71 Me. 313; *Shepherd v. Thompson*, 122 U. S. 239; *Bidwell v. Rogers*, 10 Allen 438; *Laforge v. Jayne*, 9 Pa. St. 412. And in the case at bar such construction appears not to have been thought of until suggested by a member of this Court.

The circumstances of the case also bear out this view. Madame Trousseau had brought an action against Dr. Trousseau upon a French claim some fourteen years old. There must have been some doubt on both sides as to the result of the suit. The parties thought it best to compromise. Dr. Trousseau acknowledged an indebtedness of a certain amount and promised to pay part of it at once, the balance when his circumstances allowed it, and meanwhile a certain amount annually as interest. In consideration of this, Madame Trousseau agreed to discontinue her suit and accepted these promises, part of them absolute, part conditional, in place of her old claim. If the parties chose to make such agreement, they had a right to do so, and cannot complain now if they are held to it. One installment of 20,000 francs was expressly agreed to be paid at a definite time, immediately; so of the installments as interest, annually; but the payment of the balance of the principal was expressly made conditional upon Dr. Trousseau's circumstances allowing him "to discharge the total amount." There could have been no doubt that at that very moment he was able to pay something more than the exact 20,000 francs agreed to be paid at once or that he would very soon afterwards be able to pay something on account, and, if so, he could, under the ruling of the majority of the Court, have been sued forthwith, or at least as soon as it could be shown that he could have paid something on account and had not done so. This would practically deprive him of all benefit of his contract. The parties certainly have not during these sixteen years of the contract placed any such construction upon it, namely, that failure to pay on account, when able, any amounts (whether large or small) would authorize either repeated suits for such sums as could have been paid or a suit at once for the whole principal sum. No middle ground can be taken, as, for instance, that payments must be made, not in small sums as they come in from day to day, but in reasonably large sums from time to time when the accumulations have become large enough to make a substantial payment, for there is no criterion to go by for ascertaining when the accumulations would be large enough to call for a payment and no such position can be supported by anything in the agreement.

Contracts of the kind in question have often been made and have often been construed by courts. Two views have been taken. One is that the condition is so uncertain as to be void, thus leaving the promise absolute and permitting recovery at once without any showing of ability to pay. This view is held by only a few courts and is certainly against the whole tenor of the agreement in question. The other view is that recovery may be had only upon showing fulfillment of the condition, namely, ability to pay the principal sum. This is the prevailing view. No middle ground has ever been taken elsewhere so far as I have been able to ascertain.

Where a just debt exists the Court will endeavor to grant relief if possible, but courts are bound to decide according to established rules of law and agreements as made by the parties themselves, and to deny relief sometimes in particular cases where they would prefer to grant it, as sometimes where a just debt has become barred by the statute of limitations. In this particular case as it comes to this Court I do not see how the plaintiff can prevail. This is not holding that she has no remedy at all, but only that she cannot prevail in this particular case upon this particular question.

It is argued that it is "an astonishing proposition that the plaintiff can have her interest money and not the principal." This may be quite true where, as appears to be the case here, the interest sued for and allowed is not one of the installments of 5,000 francs expressly agreed to be paid as interest in Article 2 of the agreement, but is damages for the detention of the principal sum from the time when the principal sum was supposed, but not found by the Court, to be due. The logical conclusion under these circumstances would be, not to make another error by allowing the principal sum, but to correct the first error by disallowing the interest. This cannot, however, be done on this bill of exceptions, as the plaintiff did not except to the allowance of interest. If the interest sued for and allowed were that provided for in the agreement, it would of course not be astounding to allow it without the principal, for as above stated in regard to an installment of principal, it is proper to sue for an installment of interest when due, without suing for the principal, for in such cases failure to pay the interest when due does not render the principal due or authorize judgment for it.

Honolulu, July 16, 1896.

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1709-2m







## In the Supreme Court of the Hawaiian Islands.

June Term, 1896.

Filipo Haae

v.

Kuluwaimaka.

Before JUDD, C. J., FREAR and WHITING, JJ.

There being no bill of exceptions, the motion to place the case upon the calendar for the purpose of dismissing the alleged appeal, is allowed and the case ordered dismissed.

## OPINION OF THE COURT.

Judgment was ordered for the plaintiff at the April Term, 1896, of the Circuit Court, Third Circuit, and defendant at that court moved for a new trial which was refused, and defendant excepted, but failed to embody his exception in any bill of exceptions. The clerk of the Circuit Court certified the record to this Court improperly, as there was no bill of exceptions.

The plaintiff moved the case on the calendar for the purpose of moving the dismissal of the alleged appeal, and we now allow the motion and order the case dismissed and the judgment of the Circuit Court stands.

P. Neumann for plaintiff; J. K. Kaula and J. M. Kaneakua for defendant. Honolulu, July 9th, 1896.

## In the Supreme Court of the Hawaiian Islands.

June Term, 1896.

George Titcomb

v.

J. M. Naeole.

Before JUDD, C. J., FREAR and WHITING, JJ.

On an appeal on points of law, the certificate of the magistrate not containing any points of law, the appeal is dismissed.

## OPINION OF THE COURT, BY WHITING, J.

A trial was had before the District Magistrate of Hanalei, Kauai, and judgment rendered for the plaintiff. The defendant appealed to the Circuit Court, jury waived, and in his notice of appeal simply states that it is on questions of law, and does not specify the points raised. The certificate of the District Magistrate states that the defendant appeals on questions of law, but does not set them forth nor do they appear in the record.

The Circuit Court dismissed the defendant's appeal on the ground that no points of law were certified by the District Magistrate and confirmed the judgment of the magistrate.

The Circuit Court was right in its decision. The defendant not taking a general appeal, but confining his appeal to questions of law, he must have those questions properly certified by the magistrate, otherwise there is nothing for the Appellate Court to consider and determine.

Judgment of the Circuit Court affirmed. Magoon and Edings for plaintiff; E. Johnson for defendant. Honolulu, July 9th, 1896.

## In the Supreme Court of the Hawaiian Islands.

June Term, 1896.

J. F. Hackfeld, Julius Hoting and Herman Focke, Assignees of W. S. Luce,

v.

F. Ludovico.

Before Judd, C. J., Frear, J., and J. A. Magoon, Esq., a member of the Bar, sitting in place of Whiting, J., disqualified.

Where an execution was issued and returned satisfied, and thereafter it appeared that the execution was issued by mistake of the clerk for a smaller amount than the judgment, the Court may, on notice and motion, allow an alias execution to issue for the balance of the judgment.

## OPINION OF THE COURT, BY JUDD, C. J.

The defendant appealed from a judgment against him in the District Court of Honolulu to the Circuit Court, First Circuit, jury waived, where judgment was rendered against him on the 17th August, 1895. Judgment was entered up by the clerk on 2d September, as of the August term, for \$296 damages, \$94.55 interest and \$26.75 attorney's costs, and the execution should have issued for \$417.10, the total of these amounts, whereas the clerk, looking at the wrong docket, issued on the 19th December, 1895, execution for \$341.80 only. The execution was returned by the Marshal, satisfied, before the error was discovered. On the 24th March, 1896, the plaintiffs moved before the Circuit Judge for an alias execution for the balance of the judgment, \$75.30 and costs. Notice was served on defendant's attorney and a hearing was had on the 1st April, upon the affidavits of plaintiffs' attorney and the clerk, and it appearing to the Court that the original execution was for a wrong sum, on the 4th April it granted the motion, costs to be paid by plaintiffs. Exceptions were taken by defendant to this Court.

We find no error here. "The issuing of an alias writ is no doubt always within the province of the Court, while the judgment continues in force." Freeman on Executions, Sec. 52. The case before us is not like that cited by defendant's counsel, where the execution issued for the proper sum and the plaintiff directed a levy for a smaller sum, and the Court refused to issue any further writ. People ex rel. Ransom v. Olanaga C. P. 3 Wend., 331. Where, as in this case, the execution was issued for the wrong sum by the mistake of

the clerk, the propriety of ordering a second writ is indisputable. See Freeman, Secs. 53 and 54, even where a satisfaction of judgment has been entered. The doctrine is, as laid down in Wilson v. Stilwell, 14 Ohio St., 467, that every court has control over its process, and of entries upon its records, and where process is irregularly issued the court has power to enquire into it and correct the error. The practice is quite uniform to do this on motion.

The exceptions are overruled. Kinney & Ballou for plaintiffs; A. Rosa for defendant. Honolulu, July 14, 1896.

## SERUM FOR LOCKJAW.

German Scientist Discovers a Method for Treating the Disease.

BERLIN, July 7.—Dr. Blumenthal, First Assistant Professor at Leyden, will publish Saturday a scientific report on the treatment of lockjaw by serum which the medical fraternity looks forward to with interest. Dr. Blumenthal gave me the following extract for "The Examiner":

"I discovered and show by numerous examples why serum has failed in the treatment of cases of lockjaw. Lockjaw poison clings to the spinal tissues with such tenacity as to defy neutralization by serum. The experiment I made proved, however, that if, while the lockjaw poison is circulated in the blood, serum is injected, the poison is destroyed."

## WHAT BATES WANTED TO KNOW.

"I shall be obliged if you can answer me one question," said my friend Bates, as he lay on the couch one day in my room nursing his aching leg. "Why does exposure to wet or cold bring on an attack of rheumatism at one time, when a like exposure for a score of times leads to no such result?"

Before I set down in writing the answer I gave him, I wish you would read the following letters, as no doubt the authors of them will be interested in the same point.

"In November, 1892," says the one, "I had an attack of rheumatic fever, and was confined to my bed for four weeks, during which time I suffered fearfully. I had awful pains all over me; my joints swelled up, and I was so helpless I could not raise my hand to my mouth. After the fever left me I was extremely weak, and so emaciated I was little more than skin and bone. A large lump, the size of an egg, formed on my elbow, and my fingers were almost drawn out of joint. I cannot describe the suffering I had to bear. The doctor ordered me various medicines, and cod liver oil, but they had no effect. In February, 1893, I read in a small book about the remarkable success which had followed the use of Mother Seigel's Syrup in cases of rheumatism, and got a bottle from Messrs. Leverett & Fry, High street. After taking it two weeks I was better, and in about a month more all rheumatic pains had left me, and I was strong and well as ever. You may publish what I have said. (Signed) John H. Kent, 9 Randall street, Maldstone, Kent, January 30, 1895."

"For many years," says the other, "I had been subject to liver complaint and indigestion. I was habitually heavy, weak, and weary. My appetite was poor, and all food gave me pain and fullness at the chest and around the sides. I had so much pain and tightness of the chest that I could not endure the pressure of my clothing upon it. Although not laid up, I was seldom free from pain or a sense of discomfort. In the summer of 1893 I began to suffer with rheumatism, which affected my arms and shoulders until I had not the power to lift my hand to my head. I tried all sorts of liniments, embrocations, and rubbing oils, but got no benefit from any of them."

"In August, 1893, my friend, Mrs. Owen, told me how much good Mother Seigel's Syrup had done her for rheumatism, and I got a bottle from the drug store in St. Ann's Road. In a few days I was much better, and in less than a month afterward all the pain left me, and I am happy to say I have never had any return of the rheumatism since, but have enjoyed the best of health in every respect. In common thankfulness for my speedy and wonderful deliverance, I willingly consent to the publication of this hurried statement should you wish to make that use of it. (Signed) (Mrs.) L. S. Cole, 6 Albert Road, South Tottenham, London, August 18, 1895."

Before answering the question of my friend Bates (who was a chronic rheumatic) I asked him one: "Why does a lighted match, dropped into the road, die out harmlessly, but when dropped into a haystack, set up a conflagration?" "Any fool can answer that," he said. "Because in the one case there is nothing for the fire to catch hold of, while in the other there is."

"Exactly," I responded. "Now see. Indigestion and liver complaint (the second consequent on the first) continue to produce a virulent poison in the blood called uric acid, practically insoluble in water. This acid, which is a solid, enters the tissues and sets going a hot inflammatory fire. That is rheumatism. It does what a silver would—only the acid is a poison silver."

"When the indigestion and the liver trouble are not very bad, and the kidneys and sweat glands of the skin are acting fairly well, this acid is carried out of the body about as fast as it is formed. Exposure then brings on no rheumatism. But, per contra, when the stomach and liver are in bad condition, the acid forms faster than the kidneys and skin can carry it off. Then expose yourself, get cold or wet, hamper the skin and kidneys still more, and the poison acid spreads through your muscles and joints like the fire in the dry hay. You understand? Very well. The longer the cause persists, the more frequent the rheumatic attacks. That is why chronic dyspeptics are apt to be chronic rheumatics. Fend off dyspepsia, or cure it by the use of Mother Seigel's Syrup, and you and the rheumatism will have no dealings. Neglect it, and suffer every time you catch cold."

That was my answer to Bates, and he said there seemed to be sense in it.

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## COLONEL McLEAN GIVES TESTIMONY

Matter of Missing Sight From  
Austrian Field Piece.

### LESSON IN ANSWERING QUESTIONS

Tells of the Loss of the Sight—Sergeant  
Weatherby Gives His Knowledge  
of the Case—Sergeant Taylor Found  
a Sight—Court Will Meet Tonight.

The court martial opened at the usual hour last night with the usual crowd of interested listeners in the chairs and about the doorways. Colonel McLean was the first witness on the stand and testified as follows:

Question—"Do you claim to know something about the disappearance of a sight of one of the Austrian guns?"

Answer—"Yes, sir."

Question—"What do you know of the disappearance of the sight?"

Answer—"About May 15th, 1896, was inspecting old armory. Captain Good came to me and reported that a sight was missing. I knew that a sight had been out and replied that that was all right. Captain Good persisted in repeating that a sight was missing, and added that no sight had been missing from the guns the last time he had inspected them. His manner was so aggressive that my curiosity was excited. I replied: 'Captain Good, I think you must be mistaken, for I have the only sight that was missing from the guns in my office, where it has been for the last six or seven weeks. He was officer of the day when he made report. I considered that that ended the matter, and as I had inspected the guns myself that morning, I knew that no sight was missing except the one in my office. On the same afternoon Judge Cooper sent for me to the Foreign Office. On arrival there he opened a drawer and pulled out a package wrapped in brown paper, similar to that before me. Upon unwrapping it a sight of one of the Austrian guns was disclosed, which was wrapped in the same kind of paper. Upon this was some writing which Judge Cooper asked me to read. After reading the letter, for an instant I was nonplussed. Was positive in my own mind that no sight had been taken from the Austrian guns, nor has any been taken. I told Judge Cooper I would investigate.

"Shortly after my taking command, I one day sent Sergeant Weatherby and told him to get me one of the Austrian sights, as I wished to familiarize myself with it. That sight is still in the office."

At this point Colonel McLean retired and returned with the sight a little later.

Continuing, Colonel McLean said: "From my own positive observation, that is the only sight that has ever been missed from those guns. I then directed Sergeant Weatherby to make some inquiries. He soon reported to me that about two months previous to this time a sight had been found on the ground near the gun shed, by either Sergeants Taylor or Carlyle, who reported to Lieutenant Coyne, who was officer of the day, and by whom they were directed to give it to Captain Good. They stated that when they gave the sight to Captain Good, Sergeant Moore was present. No previous reports of the finding of this sight had been made to me. At about the same time this sight was found Weatherby reported to me that his store room in the basement had been broken open, but he did not notice that anything was missing. When the sight matter came up I directed him to inspect the store room again. He reported that an Austrian sight had been taken from one of the boxes."

"Where are the sixteen sights tonight?" Colonel McLean then explained the places where they were, and added that other things besides the sights had been taken out of the guns. Two of the members of the board of inquiry went to the office where the sight was, and found it where I had said. I had this at my office to make myself familiar with the graduations. That's the only sight that has ever been out of the guns."

Cross-Examined: From the time the sight was taken from the gun there has been one gun in the shed without sight. Orderly Sergeant Weatherby brought the sight to me a month or two after I came here, I inspected the guns two or three times a week. No sight was ever missing except that one. I had military reasons for keeping an eye on that gun. When I came here the guns were around this building to fire at people. They are now used to shoot people, but not women and children. They were removed from the building two or three days after I arrived here, as soon as I sized up the situation. They have been under the shed since then, and when I thought necessary I placed a special guard under them. I placed guard there when there was talk of filibusters—that was before I knew Honolulu as I do now. The men have had orders always to keep an eye on them. No special sentries have been there, but the men have been instructed to look after them. When I came here there were eighteen sentries; I reduced the number to four.

I decline to say whether there is ammunition for the guns, unless ordered by the court. (Question ruled out.)

Sentry at Likiep street was changed to my headquarters. When special occasions arose there was a guard at Likiep street. When you want a cor-

poral guard you look for him at Richards street gate. There has been no guard over the guns since July or August.

Captain Good told me of the missing sight about May 20. He came to me when I was inspecting the old armory. He told me there was a sight missing from one of the Austrian field pieces. I paid no attention to it because I knew the sight was in my office. He was apparently annoyed at my lack of attention to his report, and followed his report with the statement that the sight was there when he last inspected the guns. He spoke rather loudly, and I told him there was no occasion for yelling at the top of his voice. Captain Good then talked about the matter to the officers and all over town.

A day or two afterwards, probably the next day, I was sent for by Minister Cooper. I told him after reading the letter that it was a lie, that the sights were all there. A sight was subsequently found by a guard and handed to Sergeant Weatherby and by him handed to either Sergeant Taylor or Carlyle, and by him handed to Captain Good. I have an opinion regarding the finding of the sight. The locker of Sergeant Weatherby was broken into by some one after a sight had been lost, to not know who broke into the locker, and probably would not tell if I did.

Attorney Robertson expressed a wish to question Colonel McLean further regarding condition of the guns in the shed, but the Judge Advocate objected. There was never any question put by me to Sergeant Weatherby in presence of Captain Good regarding number of sights, and his answering, "Eight." Weatherby told me later that Captain Good had sent for him as to the number of sights in the locker. Weatherby reported to me something about Captain Good. Weatherby went on my order, not on Captain Good's order.

At this point Judge Advocate Kinney arose to object to the manner in which Colonel McLean answered the questions put by Attorney Robertson, which questions, he wished to say, as Judge Advocate, were entirely correct. He would insist upon them being answered and would object if there was one word from Colonel McLean which did not belong to the answer. He did this, he said, as Judge Advocate, representing the prosecution, but the defense must be protected.

Col. McLean—I thoroughly recognize what Captain Kinney says, and I do not intend to be disrespectful to the court or Mr. Robertson, but we are human, and as this thing has been going on for months there is naturally some feeling. I do not, however, mean to be disrespectful.

By Robertson—Did or did not Weatherby go to the locker and discover but seven sights?

I do not remember exactly, but he came back to me and said he had found only seven sights. They are kept in a small box. When he went to the room he found it had been broken open and some belts taken. He examined the boxes and found one sight missing. With those in the box, in my office and on the guns, there are sixteen sights.

Re-Direct: The sight I had was placed on one of the book shelves behind my desk. It was within the knowledge of a number of officers.

Sergeant Weatherby—An ordnance sergeant, First Regiment, N. G. H. The first time I knew about the missing sight was when Col. McLean asked me to get him a sight from one of the Austrian field pieces, he wanted to study the graduations of the sight. I removed one from the Waikiki end of the building. He told me he could do nothing with it without the key. Was present when Captain Good reported to Colonel McLean that the sight was missing. Captain Good said the sight was on the gun the day before. Looked at the field pieces the day the sight was reported missing and found seven sights—but one missing. Next thing Col. McLean sent for me and asked how many sights there were and I told him sixteen—seven on the guns, one in his office and eight down stairs. Next day Col. McLean asked me to investigate and ascertain the number, and I found one missing from the box. Later, one was found in the yard and handed over to one of the non-commissioned officers. Investigated the affair of robbery and found a staple drawn. I repaired it. It has been broken into twice since then. Did not discover anything but belts taken from the room at that time; would not have known it but for the fact that I saw some of the men wearing new belts. Took account of stock before Col. McLean came here, but have not since, except the time Col. McLean ordered me to. There was no suspicion cast upon Captain Good for breaking open the door. I

Cross-Examined: Do not remember when Capt. Good reported the loss of the sight; think it was the third Tuesday in May. Went to the storeroom and found seven sights. Learned that the sight had passed through several hands to Captain Good. Do not know whether the sight was lost before I gave the sight to Col. McLean or not. The third break was four or five months ago. Presume the sight was found in the yard about this time. When the Colonel asked me how many sights, I had I told him sixteen, and where they were. Captain Good wanted me to count sights with him. Later he met me in the hall and said that was a good time to look at the sights. Knew before this that there were but seven and reported it to the Colonel. Captain Good did not bulldoze me, but came in a proper manner. There is very little difference in the sights, except the numbers. I saw a sight on the table during the Court of Inquiry, but do not know that it was the one found in the grass. Generally examined the guns three or four times a week, sometimes every day. I recollect Captain Good asking me to have frequent examination of the guns, and I told him I would. Cannot say whether the sight in Col. McLean's office is the one I gave him or not.

Re-Direct: Captain Good never told me that a sight had been given him. Had two conversations with Captain Good at his request. There was one sight missing when I talked with Captain Good, but I was not aware of it.

In conversation with him he told me he knew the sight was on the gun the day before. Had not counted the sights in the basement when the Captain spoke to me. In the first conversation he asked me about counting the sights in the basement. Don't remember his making any remark of surprise when he found the sight missing. Was told not to ask him any questions. I am the only person entitled to the possession of the sights. The lock on the door was a common Yale padlock. There was no trouble to pull the staple out or to conceal the fact of the place having been broken into. I discovered it because the parties had not taken the trouble to close the door. Met Captain Good and Col. McLean at the steps when the conversation took place about the missing sights. Never remarked to the Captain that I was feeling a bit shaky and would go and look for the sights.

Sergeant Taylor sworn: Found a sight belonging to an Austrian field piece five months ago under the banyan tree; turned it over to Sergeant Carlyle. Same day Capt. Good spoke to me about finding it. It was the same kind of sight as the one there.

Cross-Examined: Do not know where the sight came from; do not know whether it came from Sergeant Weatherby's locker or not. Think the guns were cleaned that day by Company F. Sergeant Carlyle sworn: A lost sight was found in the yard and turned in to me by Sergeant Taylor. He told me he had found it under the banyan tree. It was like the one you have. I turned it over to Captain Good. Do not remember what he said. Afterward I reported the matter to Lieut. Coyne. I should have done this first, but Lieut. Coyne was not there.

Cross-Examined: Think it was about five months ago. Fix the date by the fact that we were talking about organizing a team at the time. Am not sure that the guns were cleaned that day; impression is that something was done to them about that day or the day before.

Sergeant Moore—Am first sergeant of Co. E. Sergeant Carlyle came into Captain Good's office one day and handed sight to the Captain. Said it was found outside. It was laid on desk. That's last I saw of it.

Cross-Examined—Had charge of guard on the day sight was found. Guns were cleaned same day or day before. Don't know whether there was a sentry at the gun shed or not.

After Sergeant Moore's examination court adjourned until the usual hour, Friday evening.

### AUSTRALIAN MAIL SUBSIDY.

Canadian - Australian Steamship  
Company Makes a Bid for It.

WELLINGTON, N. Z., July 10.—Mr. Grayson, Mr. James Huddart's representative in the colonies, is at present in Wellington, and has been interviewing the Premier in regard to a subsidy of £20,000 to bring the Vancouver service via New Zealand. Nothing is likely to come of Mr. Grayson's mission in view of a depleted treasury, and the fact that Ministers are too busily engaged in formulating measures that will appeal more directly to the voters of the colony at the forthcoming general election. In any case, however, it is not at all likely that the House and the country will go back on the San Francisco service. Indeed, there is a pretty strong feeling in some quarters that the Government should offer more liberal support to this line, so that better and speedier steamers than those at present engaged might be employed.

### THE PACIFIC CABLE.

The Commission Adjourns Until  
October 26th.

LONDON, July 9.—There was a full meeting of the Pacific Cable Commission yesterday. Earl Selborne, Under-Secretary of State for the Colonies, presided. The secretary had arranged for witnesses to be present to give evidence on various points in order to facilitate an exhaustive inquiry, but Mr. Donald Smith's presence was urgently required in Canada, and finding they would be unable to report this session, the Commission adjourned until October 26. Earl Selborne, who said he was extremely busy just now, concurred in this course.

### Off to Europe.

Samuel G. Wilder and bride left for San Francisco on the Monowai yesterday afternoon. At the Oceanic wharf were a large number of friends with leis and bouquets of flowers for the popular young couple. On the deck of the Monowai, just previous to her departure, the P. T. C. boys gathered around Mr. and Mrs. Wilder and sang "Floating on the Breeze."

Mr. and Mrs. Wilder will remain in San Francisco for several days and will then proceed to Ottawa. From there they will go to Utica, New York, where they will meet Messrs. "Jack" Johnson and Arthur Wilder. Mr. and Mrs. Wilder will then proceed to Albany and take a boat down the Hudson to New York from which place they will sail for England during the first week in September. They will be away several months.

### PARADOXICAL DISCOVERY.

The paradoxical discovery that the speed of a sailing vessel may be increased by perforating its sails is claimed by Captain Vassallo, an Italian mariner. He supposes that the fixed cushion of air filling up the hollow of an inflated sail lessens the effect of the wind, and he has sought to prevent the collection of this cushion by making a number of holes in the canvas. Several trials, made in all weathers, have given surprising results. In a light wind a vessel made four knots with ordinary sails and five knots with perforated sails; in a fresh breeze seven and eight and three-quarters knots respectively, and in a strong wind eight and ten knots. The ship's value would be increased one-fifth—its trips of five weeks being reduced to four weeks—if the increased speed can be sustained throughout a long voyage.

IN THE CIRCUIT COURT, FIRST  
Circuit of the Hawaiian Islands. In  
Probate. In the matter of the Estate  
of James J. Robinson, of North Kona,  
Hawaii, deceased, intestate.

Petition having been filed by Kekapa Robinson, widow of said intestate, praying that Letters of Administration upon said estate be issued to Mark P. Robinson. Notice is hereby given that Friday, the 24th day of April, A. D. 1896, at 10 o'clock A. M., in the Judiciary Building, Honolulu, is appointed the time and place for hearing said petition, when and where all persons concerned may appear and show cause, if any they have, why said petition should not be granted.

Honolulu, July 22nd, 1896.  
By the Court: GEO. LUCAS, Clerk.  
1775F-3ta

IN THE CIRCUIT COURT, FIRST  
Circuit of the Hawaiian Islands.—In  
the matter of the Bankruptcy of Kasamatsu, doing business as Pacific  
Trading Co., of Honolulu.

Order on petition of bankrupt for discharge.  
Upon reading and filing the petition of Kasamatsu, of Honolulu, Oahu, alleging that more than six months have elapsed since he was adjudicated a bankrupt, and praying for a discharge from all his debts.

It is ordered that Friday, the 31st day of July, A. D. 1896, in Alilohai Hale, Honolulu, at 10 a. m. of that day, at Chambers, be, and the same is, hereby appointed for the hearing of said petition, at which time and place all creditors who have proved their claims against said bankrupt may appear and show cause, if any they have, why the prayer of said bankrupt should not be granted.

By the Court: GEO. LUCAS, Clerk.  
Dated July 9, 1896.  
1775F-3ta

IN THE CIRCUIT COURT OF THE  
First Circuit of the Hawaiian Islands.  
In Probate. In the matter of the Estate of Moss Davis, late of Honolulu,  
Oahu, deceased, intestate.

Petition having been filed by Sarah A. Davis, wife of said intestate, praying that Letters of Administration upon said estate be issued to said Sarah A. Davis, the 7th day of August, A. D. 1896, at 10 o'clock A. M., in the Judiciary Building, Honolulu, is appointed the time and place for hearing said petition, when and where all persons concerned may appear and show cause, if any they have, why said petition should not be granted.

Honolulu, July 7th, A. D. 1896.  
By the Court: GEO. LUCAS, Clerk.  
1775F-3ta

IN THE CIRCUIT COURT OF THE  
First Circuit, Hawaiian Islands.—JAMES  
L. NEWTON, H. NEWTON, NEWTON,  
Plaintiffs, vs. FRANK C. BLAIR et al.,  
Defendants. Action for Quietening of Title  
in Real Property situate in the Hawaiian  
Islands.

THE REPUBLIC OF HAWAII.—To the  
Honorable the Hawaiian Islands or His  
Deputy.  
GREETING:—You are hereby commanded to summon Frank C. Blair, grandson of Mary Emmons, deceased, and Florence S. Blair, his wife; George B. Blair, grandson of Mary Emmons, deceased, and Emily E. Blair, his wife; William G. Blair, grandson of Mary Emmons, deceased, and Susan H. Stearns, granddaughter of Mary Emmons, deceased, and E. H. Stearns, her husband; Elizabeth R. Hosmer, granddaughter of Mary Emmons, deceased, and Alice M. Hubbard, granddaughter of Mary Emmons, deceased, and E. Hubbard, her husband; Florence L. Matterson, granddaughter of Mary Emmons, deceased, and J. J. Matterson, her husband; Jane Case, daughter of Mary Emmons, deceased, and J. N. Case, her husband; Mary C. Martell, daughter of Mary Emmons, deceased; Henry Spring, grandson of Thomas L. Newton, deceased, and Sybil Spring, his wife; Angeline L. Vincent, granddaughter of Thomas L. Newton, deceased, and W. E. Vincent, her husband; Adeline Underwood, granddaughter of Thomas L. Newton, deceased, and C. B. Underwood, her husband; David husband of Frances Davis, a granddaughter of Thomas L. Newton, both deceased, and Ida Weaver, a great granddaughter of Thomas L. Newton, deceased, and Weaver, her husband; Helen Giffard, a granddaughter of Thomas L. Newton, deceased, and E. M. Giffard, her husband; George W. Forbes, son of Lydia F. Forbes, deceased, and Maggie Forbes, his wife; James Forbes, son of Lydia F. Forbes, deceased, and Ellen Forbes, his wife; Emory Forbes, son of Lydia F. Forbes, deceased, and Newman, husband of Lydia Newman, deceased, a daughter of Lydia F. Forbes, deceased; Frank Newton, grandson of John Newton, deceased, and Frances Newton, his wife; Asahel Newton, grandson of John Newton, deceased, and Mary Newton, his wife; Albert Newton, grandson of John Newton, deceased, and Ella Newton, his wife; Merritt Newton, grandson of John Newton, deceased, and Sadie Newton, his wife; George Newton, grandson of John Newton, deceased, and Doubleday, husband of Anna M. Doubleday, a granddaughter of John Newton, deceased; William A. Doubleday, a great-granddaughter of John Newton, deceased; Jackson, husband of John Newton, deceased; Richard Eugene Jackson, a great-grandson of John Newton, deceased; Frances Mary Harris, a daughter of John Newton, deceased, and A. Harris, her husband; John H. Newton, a son of John Newton, deceased; Elizabeth Cranial, daughter of John Newton, deceased, and L. Cranial, her husband; Lydia Jane Harris, daughter of John Newton, deceased; William P. Newton, son of John Newton, deceased, and Emily Newton, his wife. Defendants, in case they shall file written answer within twenty days after service hereof, to be and appear before the said Circuit Court at the AUGUST TERM, thereof, to be holden at Honolulu, Island of Oahu, Hawaiian Islands, on MONDAY, the third day of August next, at 10 o'clock A. M., to show cause why the claim of James L. Newton and George H. Newton, plaintiffs, should not be awarded to them pursuant to the tenor of their annexed petition. And have you then there this writ with full return of your proceedings thereon.

Witness, Hon. Alfred W. Carter, First Judge of the Circuit Court of the (L.S.) First Circuit at Honolulu, Oahu, Hawaiian Islands, this fourth day of April, 1896.  
HENRY SMITH, Clerk.  
I certify, the foregoing to be a true and faithful copy of the original, which is on file in my office, in said Honolulu, Hawaiian Islands.  
HENRY SMITH, Clerk.  
1749-3ta

### SUMMONS.

IN THE DISTRICT COURT OF LA-  
haina.—GEO. H. DUNN, Deputy Col-  
lector of Taxes, vs. KIA NAHAOLE-  
LUA, assumpsit.

To the Marshal of the Hawaiian Is-  
lands, his Deputy, or any policeman in  
the District of Lahaina, Island of Maui.

—Greeting:—  
You are hereby commanded to sum-  
mon Kia Nahaolelua if he can be found  
in this district, to appear before me, at  
my office, in Lahaina, upon the 6th day  
of July, 1896, at 10 o'clock a. m., there  
to answer unto Geo. H. Dunn, Deputy  
Assessor of Taxes in and for the Sec-  
ond Taxation District of the Hawaiian  
Islands, in a plea wherein the plaintiff  
declares and says:

That said defendant, Kia Nahaole-  
lua, is lawfully indebted to this plain-  
tiff, in his official capacity aforesaid,  
in the sum of sixty-four and eighty-  
five one-hundredths dollars for taxes  
assessed against the person and prop-  
erty of said defendant, on the books of  
the Assessor of Taxes for the District  
of Lahaina, Island of Maui, for the year  
1895. And defendant, though thereto  
requested, has thus far failed and neg-  
lected, and still doth neglect and refuse  
to pay the same, or any part thereof;  
wherefore, plaintiff asks for judgment  
against said defendant for said sum of  
sixty-four and eighty-five one-hun-  
dredths dollars, together with ten per  
cent in addition thereto, as by law pro-  
vided, and for costs of Court.

Notify the said Kia Nahaolelua that  
upon default to attend at the place, day  
and hour above mentioned, judgment  
will be rendered against him ex parte,  
by default.

Given under my hand this 29th day  
of June, 1896.

D. KAHAELELO,  
District Magistrate of Lahaina.

I hereby certify the following to be a  
true and attested copy of the summons  
in this cause, and that said Court or-  
dered publication of the same and con-  
tinued the said cause until the 6th day  
of August, 1896.

D. KAHAELELO,  
District Magistrate of Lahaina.  
1773-3w

### ELECTION OF OFFICERS.

At the annual meeting of the stock-  
holders of the Olowalu Company, held  
on July 20th, 1896 at the office of W.  
G. Irwin & Co., Ltd., the following  
officers were elected to serve during the  
ensuing year:

W. G. Irwin ..... President  
F. W. Macfarlane ..... Vice President  
W. M. Sanford ..... Treasurer  
C. Bosse ..... Secretary and Auditor  
Board of Directors:  
W. G. Irwin, F. W. Macfarlane, Aug.  
Haneberg.

C. BOSSE,  
Secretary.  
1773-3t.

### NOTICE.

I have made over all the stock and  
merchandise in the business carried on  
by the late J. T. Waterhouse, and also  
the good will and all outstanding ac-  
counts thereof, to my sons, F. T. P.,  
E. C. John and G. S. Waterhouse, who  
hereinfore carry on said business and  
assume all liabilities from this date.  
July 1st, 1896.

ELIZABETH BOURNE WATER-  
HOUSE, Sole Legatee under the will of  
John T. Waterhouse.  
4343 1773-1m

### NOTICE OF CO-PARTNERSHIP.

The undersigned, each residing in Hon-  
olulu, in the Island of Oahu, of the  
Republic of Hawaii, have formed a co-  
partnership with each other in the busi-  
ness of buying and selling general mer-  
chandise and as commission merchants  
in said Honolulu, under the firm name  
or style of J. T. Waterhouse, being the  
business heretofore carried on by J. T.  
Waterhouse, first, and his successor,  
J. T. Waterhouse, second.  
Dated Honolulu, July 1, 1896.

Frederick T. P. Waterhouse,  
Ernest Coniston Waterhouse,  
John Waterhouse,  
George S. Waterhouse.  
4343 1773-1m

### Water Right Notice.

Proper application having been made  
to me by Kahalepaakal (w), of Hono-  
lulu, Oahu, for adjudication of her wa-  
ter rights in the "Auwai o Pauha,"  
drawing water from Manoa stream;  
therefore, in accordance with the pro-  
visions of Chap. XXVI, Sec. 3, Laws  
of 1888, notice is hereby given to all  
persons interested in said Auwai to  
appear before me at the Judiciary build-  
ing in Honolulu, at 10 a. m., Aug. 5th,  
1896.

E. M. NAKUINA,  
Commissioner of Private Ways and  
Water Rights for District of Hono-  
lulu, Island of Oahu, H. I.  
1776-4t

### CHAS. BREWER & CO.'S

Boston Line of Packets

The bark "AMY TURNER," W. C.  
Warland, Master, will sail from New  
York for this port on or about Septem-  
ber 1st, 1896.

For particulars call or address

Chas. Brewer & Co.,  
27 Kilby Street, Boston, or  
C. BREWER & CO., LTD.,  
Agents, Honolulu.  
4246-m

OPPERPLATE  
PRINTING  
AT THE GAZETTE OFFICE.

### MORTGAGEE'S NOTICE OF INTEN- TION TO FORECLOSE AND OF SALE.

In accordance with the provisions of  
that certain mortgage made by G. B.  
ELAMA (k), and KEALALAINA, his  
wife, to JOHN PULAA (k), dated May  
28th, 1888, recorded in the Register  
Office, Oahu, in Liber 110, pp. 329 and  
330, notice is hereby given that said  
mortgagee intends to foreclose the  
same for condition broken, to wit, the  
non-payment of both principal and in-  
terest when due.

Notice is likewise given that after  
the expiration of three weeks from this  
date the property covered by said mort-  
gage will be advertised for sale and  
will be sold at public auction at the  
auction rooms of Jas. F. Morgan, Hon-  
olulu, on Monday, July 27, 1896, at 12  
o'clock noon of that day.

For further particulars apply to J. A.  
Magoon, attorney for John Pula, mort-  
gagee, Honolulu Hale, Merchant street.  
Dated Honolulu, July 3rd, 1896.

The property to be sold is as follows:  
All that piece or parcel of land sit-  
uate at Kapaekapa and Opukapa, Wai-  
kiki, Oahu, described in Royal Patent  
No. 2568, Kuleana 1536 to Kaneauhi,  
containing an area of four and 30-100  
acres.  
1773F 4ta

### MORTGAGEE'S NOTICE OF INTEN- TION TO FORECLOSE AND OF SALE.

In accordance with the provisions of  
a certain mortgage made by Mahai Ka-  
hoohuli and Kulupaina, his wife, to  
Maie Kahai, dated Jan. 19, 1894, re-  
corded in the Register office, in Liber  
100, pages 49 and 50, which mortgage  
was duly assigned to C. F. Hart, by  
assignment dated Jan. 28, 1896, duly  
recorded, notice is hereby given that  
the Assignee of said mortgage intends  
to foreclose the same for condition broken,  
to-wit, the non-payment of both  
principal and interest when due.

Notice is likewise given that after the  
expiration of three weeks from this  
date the property covered by said mort-  
gage will be advertised for sale and  
will be sold at public auction, in  
front of the Court House at Kapaau,  
Kohala, aforesaid, on Monday, August  
3, 1896, at 12 o'clock noon that day.

C. F. HART,  
Assignee of said Mortgage.  
For further particulars apply to H. L.  
Holstein.

The property to be sold is as follows:  
1. All those premises mentioned in  
R. P. 7377, awarded to Kukeanu, situate  
at Niuli, Kohala, containing an  
area of 2 acres, 92 fathoms and 18 feet,  
conveyed to said mortgagor by deed  
dated 5th May, 1884, R. Liber 146, p.  
112.  
2. Those premises mentioned in R. P.  
7378, awarded to Pauauhu, situate at  
Niuli, aforesaid, containing 2 acres,  
266 fathoms, conveyed to said mort-  
gagor by Kahikoiki, by deed dated  
May 21st, '84, R. L. 146, p. 73 and 74.  
1774-3w

### ADMINISTRATOR'S NOTICE.

The undersigned, having been duly  
appointed Administratrix of the Estate  
of A. P. Jones, deceased, hereby gives  
notice to all persons who have claims  
against the Estate of said A. P. Jones  
to present the same, duly authenticated,  
with the proper vouchers, if any exist,  
even if the claim is secured by mort-  
gage upon real estate, to her personally  
or at the office of J. A. Magoon, Merch-  
ant St., next to the Post Office, Honolu-  
lu, within six months from this date,  
or the same will be forever barred.

MRS. RACHEL JONES.  
By her Attorney, J. Alfred Magoon.  
Honolulu, July 1st, 1896.  
1773-9t

### NOTICE TO CREDITORS.

The undersigned, having been ap-  
pointed Administratrix of the will of  
H. R. Hollister, late of Honolulu, Oahu,  
deceased testate, hereby notifies all per-  
sons having claims against said estate  
to present the same, duly authenticated  
and with the proper vouchers, if any  
exist, to her at her residence in Hono-  
lulu, Oahu, within six months from date  
hereof, or such claims will be forever  
barred. All persons indebted to said es-  
tate are also notified to make payment  
to the undersigned.

PHOEBE A. PARMELEE,  
Administratrix of the will of H. R. Hol-  
lister, deceased.  
Dated Honolulu, Oahu, July 1st, 1896.  
1773F-4ta

### LAUPAHOE SUGAR CO.

At the annual meeting of the above  
company held this 6th day of July,  
1896, at the office of Theo. H. Davies &  
Co., Ltd., the following officers were  
elected for the ensuing year:

President.....Theo. H. Davies  
Vice-President.....Charles Nolley  
Treasurer.....W. H. Baird  
Secretary.....J. C. Cook  
Auditor.....T. R. Keyworth  
J. C. COOK, Secretary,  
Honolulu, 6th July, 1896.  
1775F-3ta

### HAMAKUA MILL CO.

At the annual meeting of the above  
company held this 6th day of July,  
1896, at the office of Theo. H. Davies &  
Co., Ltd., the following officers were  
elected for the ensuing year:

President.....Theo. H. Davies  
Vice-President.....Charles Nolley  
Treasurer.....W. H. Baird  
Secretary.....J. C. Cook  
Auditor.....T. R. Keyworth  
J. C. COOK, Secretary,  
Honolulu, 6th July, 1896.  
1775F-3ta